195 51.

File No. LAT 1551

A Class

P.W. DEPARTMENT

K BRANCH

Subject:— Re Athni El. Supply Co. & Assignment of the ——

A Class A (K) 1951 ——

17

File No. LAT 1551K

Ltd. Sant. Slip. 24 A

DOCKET SHEET (B)

Subject:— Electric License Matter

File No. LAI 1551

Assignment of Public Works DEPT.

I& BRANCH.

Reference as to— Old No. 5234/36

Date.	To whom sent.	Notes and instructions
29 Jul/51	S.S.	Fl. Issue 40. 45 E.C. Regs.

Telegrams : 'LIPOSU' POONA-2.

Light & Power Suppliers Ltd.,

Gumaste Building, 180 Budhwar,
POONA 2.

Mg. Agents—
Industrial Service Ltd.,
180 Budhwar, Poona 2.

Power houses at—
Athni, Dist. Belgaum.
Palghar, Dist. Thana.

Our Ref. No. PN. 296/51-52. *Dated :* 7th. Nov. 1951.

To

The Deputy Secretary to the Govt. of Bombay,
Public Works Department
Secretariat, Bombay 1.

Sub: Assignment of the Athni Electric License 1940. under Section 9(2) of the Electricity Act. 1910.

—x—

Dear Sir,

With reference to the above license I beg to state that I have agreed to assign the license in favour of Light and Power Suppliers Ltd., Poona.

This fact has already been communicated to you at various previous occasions such as the approval of the managing Agency Agreement relating to the said company.

I have therefore to request you to let me know the procedure of the said ~~agreement~~ assignment of the license in favour of the said company. I have —

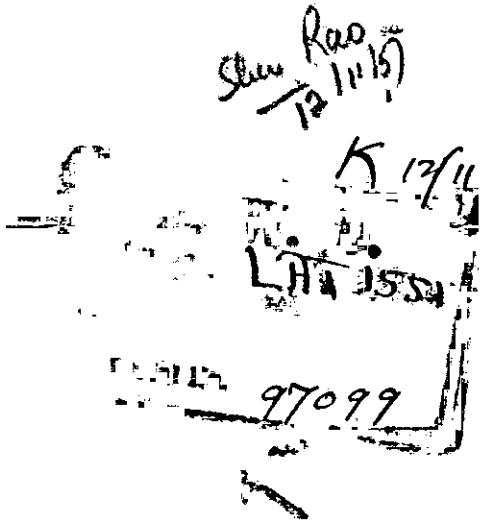
P.T.O.

further to state that this matter be treated as very urgent as the company wants the assignment to be completed at a very early date.

Kindly do the needful in the matter and oblige.

Yours faithfully,

Keshav V. Lanc
Licensee,
Athni Electric Service
Athni.



Shri K. V. Sane, the licensee of the Athani El. License 1940 states that he has agreed to assign the license in favour of the Light & Power Suppliers Ltd., Poona and therefore wants to know the procedure for assignment. He has also proposed to transfer the Palghar-Navli License 1939.

2 It may be statdd in this connection that in April 1941, Shri Sane had approached Govt. for transfer and assignment of Athani & Palghar-Navli El.Licenses to the Light & Power Suppliers Ltd. A draft agreement to be executed in this connection between himself and Company, a copy of Memo and Articles of Association of the Coy. and a copy of the Managing Agency agreement were also forwarded by him. In consideration for the transfer of the licenses, he was to be appointed as the Manager of the Coy. on behalf of the Managing Agents for the period of 20 years and no other consideration was to be paid to him.

3. As regards the Agency Agreement, it was considered that looking to to the size of the two Undertakings, viz. Palghar-Navli and Athani, the remuneration of the Managing Agents for managing the two concerns should not exceed a fixed sum of Rs.350/- p.m. plus a commission of 10% of the annual net profits, provided that no addl. expenses in respect of the Manager's or Secy.'s salary was charged to the Undertakings. Shri Sane was accordingly informed (vide Govt.Letter No.5234/36-M, dated the 18-11-41) to modify the draft agreement between the Coy. and Managing Agents and also clauses 5(ii) and 14% thereof. He furnished the copy of modified draft agreement but it was found that paras. 5(c) (f) and (g) fixing the commission at 12½%, 15% and 20% were inconsitent in view of the proposed fixed

not correctly carried out. Shri Sane was, therefore, again asked as per Govt. Letter No.5234/36, dated the 3/12/42, to modify the draft ~~proposal~~ agreement and submit the complete draft for the approval of Govt. He was also asked to omit the ref. to the Martizapur Undertaking as Martizapur town is not under the jurisdiction of this Govt. He has not furnished a complete draft as yet.

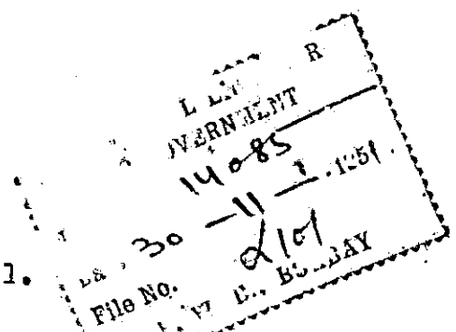
4. Since the Ely.(Supply)Act 1948 came into force, the question of fixing the remuneration of the Managing Agents is governed by the provisions of clause XIII of Sixth Schedule thereto. The remunerations of Managing Agents in this case also will have to be fixed strictly in accordance with those provisions and Shri Sane might have modified the agreement accordingly. He may, therefore, be asked to state whether he has modified the agreement in accordance with the provision of clause XIII of Sixth Schedule to the Ely.(Supply) Act 1948 and if so to furnish a copy to Govt. On receipt of the same, the question of giving consent to the proposed assignment may be considered.

5. As Shri Sane had already informed in the past, that no other consideration except his appointment as a Manager of the Co. on behalf of the Managing Agents was involved in the Transfer of licenses, it is presumed that no goodwill or profit is being taken. There appears, therefore, no objection to give annsent to the proposed transfer.

6. Necessary changes in the existing licenses may perhaps be necessary to make it conform to our model form and some new conditions may also have to be incorporated therein. It may, however, be stated that in the case of assignment

not to insist upon the incorporation of new conditions. The El.Engr. may please see for remarks before the party is addressed in this respect.

27/11/51



BVC.27/11/51.

D.S. (2nd E)

U.O. to the El. Engr. to furnish 3rd Alt-1951
(with files Nos. 5229/36 + 5234/36)

REMINDER

Light & Power Suppliers Ltd;
Ganaste Building, 180, Budhwar,
POONA 2.

No. PN.332/51-52.
Dated: 20th. Nov. 1951.

To
The. Dy. Secretary to
the Govt. of Bombay
P.W.D. Secretariat
Bombay.

Sub: Assignment of the Palghar-Navli Electric License 1939, under Sec. 9(2) of the Electricity Act 1910.

Dear Sir,

Please refer to our letter No. PN.297/505 dated 7th Nov. 1951 and oblige us by sending a reply as to when we may expect the reply

97/00

-th The matter.

Please

For Light & Power Suppliers Ltd

Accountant

K 23/11

P. W. D.

File No. L 101551

Serial No. 101233

Shri Rao 23/11

1/

1151

POST CARD

ADDRESS ONLY

DELIVER

POSTAGE

INDIA

To

The Deputy Secretary

to the Govt. of Bombay

Public Works Dept.

Secretariat

Bombay.

KBr

LPN 1551
101232

D W D

Submitted.

2) Shri Sahai's request for assignment of the Radyler-Navli Electric Licence, 1939, is separately under consideration. The pps are being referred to the Sl. Engr. ~~on this pps~~ An ad-interim reply as per draft put up may issue. After issue of the draft, these pps will be linked up with main pps. on their return from the Sl. Engr.

Sd/-
27.XII.51

29/12/51
30

AHS

LPN 1551
10232

PWD
BC (13'Bay NO1), 1st Nov.'5

No LPN.1551 k

To

Shri Keshav V. Sane,
Licensee, the Palghar-Navli Electric Licensee and
Manager, Light and Power Supplies Ltd,
Ganpatrao Bldg, 180 Budhwar, Laxmi Road
Poona 2.

Subject:- Palghar-Navli El. License 1939
Proposed assignment of the -

Dear Sir,

I am directed to refer to your letter No P.N 29 dated the 3-11-51 and the Post Card No P.N 332 dated the 20-11-51 on the above subject

and to state that the matter is under consideration of Govt and you will be addressed in the matter in due course. LPN 1557

it will take some time before the final orders are issued.

Yours Faithfully

DA-Nil

A S to Govt.

29/11/67.

13

No.LPN 1551 K.

Public Works Department,
Bombay Castle (Bombay No.1),
1st December 1951.

From

The Assistant Secretary to the Government of Bombay,
Public Works Department.

To

Shri Keshav V. Sane,
Licensee, The Palghar-Navli Electric License and
Manager, Light and Power Suppliers Limited,
Gumaste Building, 180 Budhwar, Laxmi Road,
Poona 2.

Subject:- Palghar-Navli Electric License 1939
Proposed assignment of the -

Dear Sir,

I am directed to refer to your letter No.P.N 297 dated the 7th November 1951 and the post card No.P.N 332 dated the 20th November 1951 on the above subject and to state that the matter is under consideration of Government and it will take some time before the final orders are issued. You will, therefore, be addressed in the matter in due course.

Yours faithfully,

Assistant Secretary to the Government of Bombay,
Public Works Department.

D.A:- Nil.

MAB/1/12/51.

15 ~

Below U.O.R. No.LAT.1551/97099 dated the 30th November 1951, from Government in the Public Works Department.

=====

No.L.101/ 10424 of 1951.

Bombay,1. 15th December '51.

Returned with compliments.

2. The Athni Electric License, which was granted in 1940 already includes some of the conditions in the model form of license, as they existed at the time and as such, it is not considered necessary to amend the license. Further, in view of the decision taken in the case of Jalgaon Electric License it would not be proper, as a matter of principle, to insist on the incorporation of the few new conditions, which are included in the model form of license.

Electrical Engineer to Govt.

L.M.

LA I 1551

16 ✓

P. W. D.

Submitted with refce. to the D.N.
at p/o. 3-5 ante.

2. The El. Engr. agrees that the P-15
Athani licensee may not be
compelled to incorporate the
new conditions in his licence.
The draft but up for approval
as proposed in para 4 of the P-9 P-4
D.N. may issue.

K 15/12

DS (P.E.)

LAT 1551-
109778

Stm Mgr
17/12/51

15

8/1/52

17 — LAT 1551
109778

No. LAT 1551 K

P.W.D.

Bc. (Bombay No: 1).

11th January 1952.

To Shri K. V. Sane,
Gunaste Building, 180 Budhwar,
Poona 2.

Subj. Athani Elec. License 1940;
Assignment of -

Dear Sir,

I am directed to refer to your letter P-1 No. PN-96/51-52, dated the 7-11-51 on the above subject and to state that the matter is under active consideration of Govt. I am to point out, in this connection, that the remunerations of Managing Agents have now to be fixed strictly in accordance with the provisions of Clause XIII of the Sixth Schedule to the Ely Supply Act, 1948 and to request you to state whether you have modified the agreement accordingly. I am also to request you to furnish a copy thereof if it has been modified already.

Yours faithfully

14-1-52 sub.

8/1/52

Asstt. Secy. to Govt.
14/1/52

Memorandum

AND

Articles of Association

OF

The Light & Power Suppliers Ltd.

Rajaguru Press, Poona.

For The Light & Power Suppliers Ltd

ACCOUNTANT.

Memorandum of Association

OF

The Light & Power Suppliers, Ltd.

I. The name of the Company is "THE LIGHT AND POWER SUPPLERS, LIMITED."

II. The Registered Office of the Company will be situate in Bombay Presidency.

III. The objects for which the Company is established are :—

(1) To carry on the business of electrical engineers and contractors and suppliers of electricity, manufacturers of and dealers in electric, magnetic, galvanic and other apparatus, Mechanical Engineers, suppliers of electric lights, heat, sound, and power and to acquire any inventions etc. and to construct railways and tramways and work the same by steam, gas, oil or other power.

(2) To carry on in any part of India or elsewhere the business of an electric power, light and supply in all its branches, and in particular to construct, lay down, establish, fix and carry out all necessary power stations, cables wires, lines, accumulators, lamps and works and to generate, accumulate, distribute and supply electricity, and to light cities, towns, streets docks, markets, theatres, factories, buildings and places both public and private.

(3) To acquire licenses or concessions granted by and enter into contracts with the Government of India or the Government of any province in India or other proper authority or authorities for the supply of electrical energy, and to acquire licenses or concessions granted by and enter into contracts with such Government and other bodies as aforesaid or any municipal, district or local authority, company or person in India or elsewhere for the construction and maintenance of any electrical installation for the production, transmission, supply or use of electric power for lighting, heating, signalling, telephonic traction or motive purposes including the application thereof to tram-cars, omnibuses, carriages, ships, conveyances and objects, or for any other purpose and to put into operation and work the undertaking of all or any of such licenses or concessions for the supply of electrical energy or for the other purposes mentioned above or any modifications or extentions or renewals thereof or any licenses or concessions granted in substitution therefor.

(4) To carry on the business of electricians and electrical and mechanical engineers, suppliers of electricity for the purposes of light, heat, motive power or otherwise, and manufacturers of, and dealers in apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity.

(5) To construct, maintain, lay down, carry out work, sell, let on hire and deal in electric, telephonic and all kinds of materials, machinery, apparatus conveniences and things capable of being used in connection with any of these objects and in particular any cables, wires, lines, stations, exchanges, reservoirs, accumulators, lamps, metres and engines.

(6) To acquire, be interested in, construct, maintain or take on lease any omnibuses and other vehicles, ships, boats, barges and launches and to equip, maintain, work and develop the same by electricity, steam, oil, gas, petroleum, horses or any other motive power, and to employ the same in the conveyance of passengers, merchandise and goods of every description, and to authorise any local authority, company or persons, to use and work the same or any part thereof.

(7) To construct, maintain, improve, develop, work, control and manage any water works, gas works, reservoirs, roads, tramways, electric power, heat and light supply works, telephone works, hotels, clubs, restaurants, baths, places of worship, amusements, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies and other works and conveniences which the Company may think directly or indirectly conducive to these objects and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof.

(8) To search for, and to purchase or otherwise acquire from any Government, State or authority any licenses, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account, and in particular any water rights or concessions either for the puspose of obtaining motive power or otherwise, and to work, develop, carry out, exercise and turn to account the same.

(9) To acquire by concession, grant, purchase, amalgamation, barter, lease, license, or otherwise, either absolutely or conditionally, and either solely or jointly with others, any houses, lands, farms, quarries, water rights, way leaves, and other works, privileges, rights and hereditaments, and any machinery, plant, utensils, trade marks, and other movable and immovable property of any description.

(10) To let out on hire all or any of the property of the Company whether immovable or movable, including all and every description of apparatus or appliances, and to hold, use cultivate, work, manage, improve, carry on and develop the undertaking, land and immovable and movable property and assets of any kind of the Company, or any part rhereof.

(11) To manufacture, import, export, deal in wholesale or retail any radiographs, phonographs, dictaphones, television sets and all sorts of electrical and wireless sets, instruments and articles.

(12) To carry on any other trade or business, whether manufacturing or otherwise, which may seem to the Company capable of being carried on in connection with any of the company's objects, or otherwise, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(13) To amalgamate with any company or companies having objects altogether or in part similar to those of this Company.

(14) To promote and form, and to be interested in, and take hold and dispose of shares in other companies for all or any of the objects mentioned in this memorandum, and to transfer to any such company, any property of this Company, and to take or otherwise acquire, hold and dispose of shares, debentures, and other securities or of any such company, and to subsidise or otherwise assist any such company.

(15) To enter into any arrangements with any Government or authorities, municipal, local, or otherwise that may seem conducive to the Company's objects, or any of them, and to obtain from any such Government or

authority, any rights, privileges and concessions, which the Company may think desirable to obtain, and to carry out, execute, and comply with any such arrangements, rights, privileges and concessions.

(16) To draw, accept and make, and to endorse, discount and negotiate promissory notes, hundies, bills of exchange, bills of lading and other negotiable or transferable instruments.

(17) To borrow or raise money or to receive money on deposit at interest or otherwise in such manner as the Company may think fit, and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, including debentures or debenture-stock convertible into shares of this or any other company, and for security of any such money so borrowed, raised or received, to mortgage, pledge, or charge the whole or any part of the property, assests or revenue of the Company, present or future, including its uncalled capital.

(18) To form, promote, subsidise and assist companies, syndicates, and firms of all kinds. And generally—to carry on and undertake any business, undertaking, transaction or operation commonly carried on or undertaken by capitalists, financiers, concessionaries, contractors and merchants.

(19) To sell, exchange and in any other manner deal with or dispose of the undertaking of the Company or any part thereof, for consideration as the Company may think fit, and in particular for shares, debentures and other securities of any other company having objects altogether or in part similar to those of the Company.

(20) To sell, improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with all or any part of the property, rights and concessions of the Company.

(21) To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any other special fund whether for depreciation, or for repairing, improving, extending or maintaining the property of the Company or for any other purpose conducive to the interest of the Company.

(22) To provide for the welfare of employees or ex-employees of the Company and the wives and families or the dependents or connections of such persons by building or constributing to the building or houses, dwelings or chawls or by grants of money, pensions, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other institutions, funds or trusts, and for providing or subscribing or contributing towards plcces of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assisstance as the Company shall think fit ; and to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation or of public and general utility or otherwise.

(23) To distribute any of the property of the Company amongst the members in specie or kind.

(24) To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them, and as principals, agents, contractors, trustees, or otherwise, and by or though trustees, agents or otherwise, and either alone or in conjunction with others.

IV. The liability of the members is limited.

V. The Capital of the Company is Rupees Ten Lakhs capable of being increased in accordance with the Company's Regulations and the Legislative provisions for the the time being in force in this behalf.

The said capital is divided into ten thousand ordinary shares of rupees fifty each and ten thousand 5 p. c. preference shares of rupees fifty each.

We, the several persons whose names and addresses are subscribed hereto, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name, Address and description of Subscriber	Number of Sheres taken by each Subscriber	Signatures of Subscribers	Witnesses
G. S. Marathey, M.A., A.I.A. Actuary, Poona 4.	Fifty	G. S. Marathey	G. D. Apte
Diwan Bahadur V. G. Shete, 322 Sadashiv, Poona 2.	50	V. G. Shete	
H. V. Tulpule, LL. B., M. L. A., Poona 4.	50	H. V. Tulpule	
K. G. Abhyankar, B.A., LL.B., Pleader, Sangli, S. M. C.	50	K. G. Abhyankar	
K. V. Sane, B. E., Engineer & Cantractor, Vishrambag, Post Willingdon College, Sangli, S. M. C.	50	K. V. Sane	
R. N. Abhyankar, 405 Narayan Peth, Poona 2, Merchant.	51 (Fifty-one only)	R. N. Abhyankar	
V. H. Deshmukh, B. A., 573/5, Poona 4. Mg. Agent, Trust of India Assu. Co., Ltd.	50	V. H. Deshmukh	
P. G. Marathey, Marathey's Bungalow, Poona 4. Insurance Agent.	50	P. G. Marathey	
K. V. Sane, Engineer & Contractor, 405 Narayan Peth, Poona 2.	51	K. V. Sane	

Dated this 31st day of January 1940.

Articles of Association

OF

The Light & Power Suppliers, Limited

Preliminary

1. Subject as hereinafter provided, the regulations contained in Table A in the First Schedule to the Indian Companies Act, 1913 as amended by Act XXII of 1936 (hereinafter called Table A) shall apply to this Company.

Agreements

2. The Company shall forthwith enter into the following agreements:—

(a) An agreement between Mr. Keshav Vyankatesh Sane carrying on business as Engineer and Contractor and the Director of the Industrial Service, Limited, of the one part and the Company of the other part, for the transfer to the Company of the License for the supply of electrical energy to the Village of Palghar and Navali granted to him by the Government of Bombay under the Indian Electricity Act, 1910, with powers and subject to the obligations given to or imposed upon the licensee under the said license.

(b) An agreement between the Company of the one part and Industrial Service, Limited, a private limited Company, registered under the Indian Companies Act, of the other part, whereby the said Industrial Service, Limited, are appointed the Managing Agents of the Company for the period, upon the terms and at such remuneration therein provided.

The Directors shall in due course after the incorporation of the Company affix the seal of the Company to the said agreements and shall carry the same into effect, with power to agree to any modifications thereof.

resolve further that the following clause numbered as sub clause (b) 1 be added to clause 2 (b) of the Articles of Association viz :—

(b) 1 *The remuneration of the Managing Agents shall be as provided in the terms of clause 13 of schedule 6 of the Electricity (Supply:) Act 1948, and the terms of the said clause shall be deemed to have been incorporated in the Managing Agents' Agreement with effect from 1 st January 1950.*

and every member of the Company, present and future, is deemed to have joined the Company on this basis.

(d) Copies of the Memorandum and Articles of Association of the Company shall be furnished by the Directors to every share-holder at his request on payment of the sum of ruppee one for each copy.

Commencement of Business

3. Clause 2 of Table A shall be deleted and the following clause be substituted therefor.

" 2. The business of the Company may be commenced as soon as the Directors think fit, after shares of the nominal value of Rs. 40,000 have been subscribed."

Shares

4. The following new clauses shall be added or substituted:—

" 3A. The authorised share capital of the Company shall be Rs. 10,00,000 divided into 10,000 Ordinary and 10,000, 5 % Preference Shares of Rs. 50/ each.

3B. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons, upon such terms and conditions, and at such time, as the Directors, in their absolute discretion, think fit.

3C. Upon any offer of shares or debentures for subscription, it shall be lawful for the Company and the directors on its behalf, in addition to the power to pay brokerage, to pay a commission to any person including a Director or corporation in consideration of his or its subscribing or agreeing to subscribe whether absolutely, or conditionally, for any shares or debentures in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares or debentures in the Company and the rate per cent for commission which is authorised for the purpose is not exceeding 5 per cent upon the nominal amount of the said shares or debentures or such of them in respect of which the Company may pay or agree to pay such commission.

4A. Shares may be registered in the name of any limited company or other corporate body but not in the name of a minor.

6. Every member shall be entitled without payment to one certificate, under the Common Seal of the Company specifying the share or shares held by him with the distinctive numbers thereof and the amount paid up thereon. Such certificate shall be delivered to the member within six months after the allotment or within two months after the registration of the transfer, as the case may be, of such share or shares.

6A. If any member shall require additional certificates, he shall pay for each such additional certificate such sum not exceeding one rupee as the Directors shall determine.

7. If any certificate be defaced, worn out, lost or destroyed or if no further space remains for endorsement of transfers, it may be renewed on payment of one rupee or such less sum as the Directors may prescribe and the person requiring the new certificate shall surrender the old certificate or give such evidence of its loss or destruction and such indemnity to the Company as the Directors think fit.

8A. The Company shall be entitled to treat the registered holder of any share or debenture as the absolute owner thereof, and shall not, except as ordered by a Court of competent jurisdiction or as by Statute required, be bound by or be compelled in any way to recognise, even when having notice thereof, any other right in respect of a share or debenture than an absolute right thereto in the registered holder thereof for the time being, or such other rights in case of transmission thereof as are hereinafter mentioned.

Joint Holders of Shares

8B. Whare two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following :—

(*a*) The Company shall not be bound to register more than three persons as the holders of any share.

(*b*) The joint holders of any share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share.

(*c*) On the death of any one of such joint holders, the survivors or survivor shall be the only persons or person recognised by the Company as having any title to such share, but the Directors may require such evidence of death as they may deem fit.

(*d*) Any one of such joint-holders may give effectual receipts for any dividend, bonus or return of capital payable to such joint-holders.

(*e*) Only the person whose name stands first in the Register of Members as one of the joint-holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company, or to attend or vote at General Meeting of the Company, and any notice given to such person shall be deemed notice to all the joint-holders, but any one of such joint-holders may be appointed the proxy of the person entitled to vote at General Meeting of the Company."

Lien

5. In clause 9 of Table A the words in brackets "not being a fully paid share" and "other than fully paid shares" shall be deleted.

Calls on Shares

6. In clause 14 of Table A, the word 'ten' shall be substituted for the word 'five'

Transfer or Transmission of Shares

7. In clause 20 of Table A, between the words "Directors may" and the word "decline," the words "in their absolute discretion and without assigning any reason thereof" shall be inserted and in the same clause the words "not being fully paid share" shall be deleted.

Borrowing Powers

8. The following new clauses shall be added after clause 44A of Table A :—

"44 B. Untilt he Company in General Meeting shall otherwise resolve, the Directors may from time to time at their discretion borrow or raise money by receiving deposits for fixed periods or otherwise and secure the repayment of any sum or sums of money for the purposes of the Company from any persons, firms or companies expressly including any member of the Company. The Directors may secure the payment of such money, together with any interest or premium thereon in all respects as they think fit and in particular by mortgage upon the whole or any part of the assets and property (present and future) of the Company and may issue bonds, debentures or debenture-stocks either charged upon the whole or any part of the assests and property of the Company or not so charged.

44 C. Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such cosideration as they shall consider to be for the benefit of the Company.

44 D. Debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

44 E. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise."

Interest out of Capital

9. The followin new clause shall be added as clause 44F of Table A :—

"44 F. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant, which cannot be made profitable for a lengthened period, the Company may pay

interest on so much of that share capital as is for the time being paid-up, for the period at the rate and subject to the conditions and restrictions provided by Section 107 of the Act, and may charge the same to capital as part of the cost of construction of the work or building or the provision of plant."

Expropriation

10. The following new clauses shall be added after clause 67 of Table A:—

"67 A. At any ordinary or extraordinary General Meeting the share-holders may, by ordinary resolution passed by a majority of two-thirds of the members present in person or by proxy, expropriate any share-holder if it appears that such share-holder either by himself or with some other share-holder or other person or as a member, officer, director or employee of another company has done or proposes to do any act prejudicial to the interest of the Company and if it appears in the interest of the Company to expropriate such share-holder.

67 B. If any such member is expropriated, he shall be entitled to recover from the transferee or transferees of his shares to be found by the Company, the market price of his shares or if there be no market price quoted, such reasonable sum or sums as the Company in General Meeting may fix as the value of his shares. The value placed on each share of the Company shall be certified to the expropriated share-holder by the Managing Agents of the Company. The sale shall be carried into effect at the Company's office 21 days after the date of such resolution as may be determined by the Directors.

67 C. If the expropriated member makes default in making the transfer of his shares, the Company may receive the purchase price or value and give a good receipt for the purchase money on his behalf and register such transferee or transferees as holder or holders of the said shares and issue fresh certificates for the same and thereupon the transferee or transferees shall become indefeasibly entitled thereto. The share-holder so expropriated shall in such case, be bound to deliver up his certificates for the said shares and on such delivery shall be entitled to receive the said purchase money without interest.

67 D. Notice of such resolution shall be sent to the share-holder so expropriated by registered post to his registered address within fifteen days after the passing of such resolution."

Directors

11. Clauses 68, 69 and 70 of Table A shall not apply and the following clauses shall be substituted therefor, *viz* :—

"69. The number of Directors shall not be less than three but may be increased to any number not exceeding ten by resolution of the Company in General Meeting, unless otherwise provided by the Articles of Association of the Company for the time being, and the number of Directors for the time being may be increased or reduced by resolution of the Company in General Meeting. But if the number of Directors is reduced below three, the continuing Directors shall fill up the vacancy or vacancies to bring the number upto at least three as soon as practicable.

Be resolved that in article number 11 of the Articles of Association after the words " The number of Directors shall not be more than " the words deleted and the word ' Ten ' be substituted.

68 A. During such time as the Industrial Service, Limited, or its successors or assigns shall be the Managing Agents of the Company, any one of the Directors or members of the Industrial Service, Limited, as may be nominated by it in that behalf and in the case of its successors or assigns, such persons as may be nominated by them in that behalf, shall be Directors Ex-officio of the Company. The Managing Agents shall have a right to nominate one or more Directors, so that the number of Members so nominated will not exceed in all $\frac{1}{3}$ of the total number of Directors. The right conferred by this Article shall not be determined by any change in the

"Resolved that sub Clause 68(C) be added to the article 11 sub-clause 68 after sub clause 68(B) as under.

68(C). During the period for which the Company holds a license for the production and supply of electrical energy, under the license granted by the Government of Bombay, under the Indian Electricity Act 1910, the Government of Bombay shall have the right to nominate one Director on the Board of Directors of the company. and the Director so nominated shall be entitled to such remune-ration payable by the Company as has been fixed in the Memoran-dum and Articles of Association of the Company in respect of other Directors. The Director so nominated by the Government shall not be required to hold any qualification shares, nor shall he be liable to removal or retirement. The Government shall, however, have a right to remove the person so nominated and appoint another in his place."

name or style or constitution of the Industrial Service, Limited or its successors or assigns, and the clauses regarding rotation and retirement will not apply to these nominated Directors.

68 B. Any trust-deed for securing debentures or debenture-stock issued by the Company may provide for the appointment from time to time by the holders of the debentures or debenture-stock secured thereby or by the trustees or some of the trustees for the time being thereof in accordance with the provisions therein contained in that behalf of some person nominated by such appointers to be a Director of the Company and may empower such appointers from time to time to remove any Director so appointed and to appoint another in his place. The Director appointed under this Article is herein referred to as "The Debenture Director" and the term "Debenture Director" means the Director for the time being in office under this Article.

69. The remuneration of every Director shall be such sum not exceeding Rs. 50 as the Directors may fix from time to time for every meeting of the Board attended by him. The Board may allow a Director and pay him fair compensation for his travelling and other expenses in addition to his fee for attending such meeting as provided above.

69 A. If any Director shall be called upon to perform extra services, or to travel on the Company's business, the Board may arrange with such Director for such special remuneration for such services or exertions either by way of salary, commission, or the payment of a lump sum of money, or otherwise as they shall think fit.

70. Unless orherwise determined by a General Meeting the qualification of a Director other than the Ex-officio Directors or the Debenture Director shall be the holding of fully paid shares of the Company of the aggregate nominal value ~~equal to one per cent of the issued share Capital of the Company for the time being.~~ of Rs. 2500/- A Director may act before acquiring his qualification, but shall in any case acquire his qualification within two months of his becoming a Director. Any person accepting the office of a Director shall be deemed to have agreed with the Company that, if he shall not otherwise be qualified, he will, within two months after election or appointment take from the Company and pay for so many shares as shall be necessary to make up with the shares (if any) which he then holds the amount of his said qualification and his name shall be entered in the Register accordingly. Subject to above conditions the minimum qualification of a director will be fully paid up shares of the face value of Rs. 2500.

Disqualification of Directors

77. The office of the Director other than Debenture Director shall be vacated:—

(1) If he fails to obtain his qualifying shares within two months of his appointment or at any time thereafter ceases to hold his qualifying number of shares.

(2) If he is adjudicated insolvent or makes any arrangement or compromise with his creditors.

(3) If he is found lunatic or becomes of unsound mind.

(4) If he shall have absented himself (such absence not being absence with leave or on the affairs of the Company), from three consecutive meetings of the Directors in succession, and the Directors shall have resolved that his office shall be vacated.

(5) If he accepts or holds any other office under the Company except that of Managing Director or Manager, but the position of legal adviser, banker or expert is not to be considered an office.

(6) If by notice in writing to the Company he resigns his office.

77 A. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise or from acting either by himself or by his firm as brokers and agents of the Company and receiving the usual brokerage or commission for any such contract or arrangement, nor any contract or arrangement

entered into by or on behalf of the Company with any company or partnership of or in which any Director is a member or otherwise intereseted be avoided; nor shall any Director so contracting or being such member or so intersted be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relations thereby established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest exist then or in any other case at the first meeting of the Directors after the acquisition of his interest. Provided, nevertheless, that no Director shall vote in respect of any contract in which he is interested, and if he do vote, his vote shall not be counted.

77 B. A Director of the Company may be, or become a Director of any company promoted by this Company, or in which he may be interested as a vendor, share-holder, creditor or otherwise and no such Director shall be accountable for any benefit received as Director or Member of such Company."

POWERS OF DIRECTORS

12. The following two clauses shall be substituted for clauses 72 and 73 of Table A :—

"72. The Directors in addition to the powers and authorities by These Presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by law expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless, to the provisions of the said Act and of These Presents, and to any regulations from time to time made by the Company in General Meeting ; provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

73. Without prejudice to the general powers conferred by Article 72 so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by These Presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say :—

(1) To pay all costs, charges and expenses of and incidental to the promotion, registration, formation, and establishment of the Company, including the stamps and fees paid in respect thereof.

(2) To purchase or otherwise acquire for the Company any property, right or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit ; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.

(3) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partly, in cash or in shares, bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon ; and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit."

55

(5) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company, any property belonging to the Company, or in which it is interested, or for any other purposes ; and to execute and do all such deeds and things as may be requisite in relation to any such trusts, and to provide for the remuneration of such trustee or trustees.

(6) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and observe and perform any awards made thereon.

(7) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.

(8) To invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security (not being shares of this Company) or without security, and in such manner as they may think fit, and from time to time to vary or realise such investments.

(9) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents, and to give the necessary authority for such purpose.

(10) To execute in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(11) To give to any Director, officer or other person employed by the Company an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise a share in the general profits of the Company and such interest, commission or share of profits shall be treated as part of the working expenses of the Company.

(12) Before recommending any dividend, to set aside, out of the profits of the company such sums as they may think proper for depreciation or to depreciation fund, reserve fund or sinking fund or any special fund to meet contingencies or to repay debentures or debenture stock, or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company, and for such other purposes, as the Directors may, in their absolute discretion, think conducive to the interests of the Company; and to invest the several sums so set aside or so much thereof as require to be invested, upon such investments (other than the shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Directors, in their absolute discretion, think conducive to the interest of the Company and to divide the reserve fund into such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds including the depreciation fund, in the business of the Company or in the purchase

or repayment of debentures or debenture stock, and that without being bound to keep the same separate from the other assets.

(13) Without thereby prejudicing the appointment of the Managing Agents and the position, rights and powers of such Managing Agents and by virtue of any Agreement entered into between them and the Company, to appoint, and at their discretion remove or suspend such manager, secretaries, officers, clerks, agents and servents for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or employments and to require security in such instances and to such amounts as they may think fit, and also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India in such manner as they think fit ; and the provisions contained in sub-clauses 14, 15 and 16 following shall be without prejudice to the general powers conferred by this sub-clause.

(14) To comply with the requirements of any local law which, in their opinion it shall, in the interests of the Company, be necessary or expedient to comply with.

(15) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India and to appoint any persons to be members of such Local Boards, and to fix their remuneration. And from time to time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Directors, other than their power to make calls; and to authorise the members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

(16) At any time and from time to time, by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit; and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any Local Board, established as aforesaid, or in favour of any company or the members, directors, nominees or manager of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit, and may contain such powers enabling any such delegate or attorneys as aforesaid to sub-delegate all or any of the powers and authorities, discretions for the time being vested in them.

(17) For or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

Patrons

13. The following new clause shall be added as clause 94A in Table A :—

"94 A. A Sirdar, Inamdar, Jahagirdar or other distinguished person who shall purchase fully paid shares of Rs. 10,000 in the Company or shall keep as deposit a sum not less than Rs. 10,000 fixed for a period of 5 years or more at 4% per annum shall be a Patron of the Company.

Management of Business

14. The following new clauses shall be substituted in Table A :—

"94 B. The Industrial Service Limited, and its successors and assigns shall be and they are hereby appointed the Managing Agents of the Company for the period and upon the terms, provisions and conditions set out in the Agreement referred to in Article 2 (b) hereof and expressed to be made between the Industrial Service Ltd., of the one part and the Light & Power Suppliers, Limited of the other part.

94 C. The general management of the business of the Company subject to the general supervision of the Directors, shall be in the hands of the Managing Agents of the Company who shall have power and authority on behalf of the Company to do all such acts and things as are entrusted and delegated to them under the said agreement referred to in article 2 (b) hereof and in particular to acquire by purchase, lease or otherwise, lands, tenements and other buildings and to erect, maintain, alter and extend engine houses and other buildings; to purchase, pay for, sell, re-sell and purchase machinery, engines, plants, oils and stores, apparatus and other articles required for the Company, to execute, become parties to and where necessary to cause to be registered all deeds, contracts, receipts and other documents, to insure the property of the said Company for such purposes and to such extent and in such manner as they may think proper, to institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the Company is concerned; to appoint and employ, discharge re-employ or replace solicitors, pleaders, bankers, engineers, managers, retail commission dealers, muccadums, brokers, clerks, mechanics, workmen and other officers and servants with such power and duties and upon such terms as to duration of office, remuneration or otherwise as they may think fit; to draw, accept, endorse, negotiate and sell bills of exchange and hundies with or without security and to receive and give receipts for all moneys payable or to be received by the Company, and to draw cheques against the moneys of the Company, to open current or fixed accounts with any bank or bankers, shroffs or merchants and to pay into and to draw moneys from such accounts and generally to make all such arrangements and do all such acts and things usual, necessary, desirable or expedient in the management of the affairs of the Company, or in carrying out the objects of the Company.

94 D. Receipts signed by the Managing Agents for any moneys or goods or property received in the usual course of business of the Company or for any moneys, goods or property lent to, or payable, or belonging to the Company, shall be effectual discharges on behalf of and against the Company for the moneys, funds or property which in such receipts shall be acknowledged to be received, and the person paying any such money shall not be bound to see to the application or be answerable for any misapplication thereof. The Managing Agents shall also have power to sign cheques on behalf of the Company and to purchase and sell and for that purpose to sign, endorse, negotiate and transfer any shares, bonds, securities, negotiable instruments, Government promissory notes and other securities of the Government of India or Local Government or of any other public body standing in the name of or belonging to the Company and to collect and give receipts for dividends or interest from time to time due or to become due on such shares, bonds, notes and securiries.

94 E. The Managing Agents shall be authorised to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them and in particular from time to time to provide, by the appointment of an attorney or attorneys

for the management and transaction of the affairs of the Company in any specified locality, in such manner as they may think fit.

94.F. Notwithstanding anything in these Articles contained the Managing Agents are expressly allowed generally to work for and contract with the Company and especially to do the work of Managing Agents to and Mgnagers of the Company as provided by preceding Articles, and by the Agreement referred to in Article 2 (b) hereof and also to do any other work for the Company, upon such terms and conditions and under such remuneration as may from time to time be agreed upon between them and the Directors of the Company."

Local Management

15 The following new clauses shall be added in Table A:—

" 94 G. The Managing Agents with the approval of the Board may, from time to time, provide for the management and transaction of the affairs of the Company in any specified locality, either within or out of British India, in such manner as they shall think fit and the provisions contained in the following clause shall be without prejudice to the general powers conferred by this paragraph.

94 H. For the safe conduct of the Company's business the Managing Agents may establish, subject to the approval of the Board, local branches consisting of at least two local Directors each possessing such qualification as may be decided upon by the Board from time to time and a manager in the employ of the Company or of only a manager or agent, for any specified locality within or without British India and may fix their remuneration."

Secrecy Clause

16. The following new clause shall be added as clause 116 A of Table A:—

" 116 A. No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or Managing Agents, or to require discovery of any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient in the interest of the Company to communicate to the public."

Names of Subscribers.	Addresses and Descriptions of Subscribers	Witnesses

Names of Subscribers	Address and Descriptions of Subscribers	Witnesses

Dated this day of 19 .

63

LIGHT AND POWER SUPPLIERS, LTD.

Palghar Branch :
Power House, PALGHAR.
Dist. THANA.

Athni Branch :
Power House, ATHNI
Dist. BELGAUM

Managing Agents :
The Industrial Service Ltd.
Gumaste Building,
180, Budhwar Peth, Laxmi Road.
POONA 2.

Telegrams 'LIPOSU' *Poona City.*

S. T. No. P. C. B. 380.

Gumaste Building.
180, Budhwar Peth, Laxmi Road,
POONA 2.

Our Ref. PN:447/51-52. Your Ref. Date 21st. January 1952.
22

To.
The Assistant Secretary to the Govt. of Bombay,
— Public works Department —
Bombay Castle, Bombay.

Sub: Athni Electric Licence 1940, Assignment of.

Dear Sir,

f-9 I have to acknowledge receipt of your letter No. LAT.1551.K dated 11-1-1952 on the above subject and have to reply as under:—

1. The remuneration of Managing Agents has been already fixed in accordence with the provisions of clause XIII of the Sixth Schedule to the Electricity (Supply) Act, 1948.

The Managing Agents Agreement of M/s — Light and Power Suppliers Ltd., Poona, in whose favour the licence is to be assigned has already been duly changed to that effect, after the Electricity (Supply) Act came inforce.

Before the provisions of Electricity (Supply) Act, Came in force clause Nos. 5 & 6, of the Managing Agents Agreement provided the terms of Managing Agents Remuneration. In place of clause Nos. 5 & 6, of the Managing Agency — Agreement, clause No. XIII of schedule Sixth to the Electricity (Supply) Act, was incorporated. This change has been confirmed by the shareholders of the Light and Power Suppliers Ltd., in their nineth ordinary General Meeting held on 25th of December 1949. Copy of the amended Managing Agents Agreement is submitted herewith as desired by you.

2. The clause 2(6) of the Articles of Association of M/S Light and Power Suppliers Ltd., Poona relates to the Agreement of Managing Agents. As the terms of the Managing Agents Remuneration were changed after the Electricity (Supply) Act, 1948 came in force, a clause - 2(6)T, was added to the said clause 2(6) of the Articles of Association of the company so as to bring the Managing Agents' Remuneration in confirmity with the provisions of clause XIII of schedule sixth in the Electricity (Supply) Act, 1948. An amended copy of the Articles of Association of M/S Light and Power Suppliers Ltd., Poona is also enclosed herewith.

Your are now requested to issue final orders at an early date.

Kindly do the needful in the matter & oblige.

Yours faithfully,

Kesharam V. Sane

Licensee, Athni Electric License 1940.

K23/1.

P. W. D.

Fin ADLAT 1957

7156

K 23-1 — 52

in the matter.

Please oblige

Yours faithfully

For Light & Power Suppliers Ltd.

Accountant

P. W. D.

File No. LHT-1551

Serial No. 101234

POONA CITY
20 NOV
6.45 PM

POST CARD

ADDRESS ONLY

INDIA

To

The Deputy Secretary
to the Govt. of Bombay
Public Works Department
Secretariat
Bombay

REMINDER 97099

Light & Power Suppliers Ltd;
Gumaste Building, 80 Budhwar,
POONA 2.

No. PN. 331. 151-52

Dated: 20th. Nov. 1951

Jo

The Dy. Secretary to the
Govt. of Bombay, P.W.D.
Secretariat - Bombay.

Sub: Assignment of the Athni Electric License 1940 under section 9(2) of the Electricity Act 1910.

Dear Sir,

Please refer to our letter No. PN.294/51-52 dated 7th NOV. 1951 and oblige us by sending a reply as to when we may expect the reply

67

LAT 1551
10.12.34.

KBr

P.W.D.

Submitted:

1) Shri K. V. Sami's request for assignment of the Attani El. License, 1940 to the Light and Power Supplies Ltd, is being considered — the pps are being referred to the El. Engr. separately and An ad-interim reply as per draft put up may issue.

29/11/57

30/11/57

AAS

69

LAT 1551
10/234

No. LAT 1551/K.

P. W. D.
B.C. (B'bay No 1), 1st Nov 51

To

Shri K. V. Sane,
Licensee, the A Thani El. Licence, 1940 and
Manager Light & Power Supplies. Ltd,
Gurnaste Bldg, 180, Budhwar, Laxmi Road,
Poona 2.

Subject :- A Thani El. Licence, 1940
Proposed assignment of the —

Dear Sir,

With reference to your letter No PN 296 dated the 7-11-51 and the post card No PN 331 dated the 20-11-51 on the above subject, I am directed to state that the matter is —

under consideration and you will be addressed in due course as it will take some time before the final orders are issued

Yours faithfully

D.A. : Nil.

A.S. to Govt.

Issue 30/11/57

Issue 5/12/57

Awaal (6-1-52) 6/12/57

28/11/57.

Reminder referred to above and state when a reply in this matter

POST CARD

ADDRESS ONLY

DELIVERY

POONA CITY 9 51 6.30PM 5 DEC 56

6 DEC 1 0PM 1956 M

Yours faithfully,

For Li ht Power Suppliers Ltd.

Sd/- Khetkar.
Accountant

Stock No. 0678

The Deputy Secretary to the Govt. of Bombay
Public Works Department
Bombay

Reminder II

Light & Power Suppliers Ltd;
Gumaste Building, 130 Budhwar,
POONA 2.

No. PN 370 | 51-52
dated: 5th. Dec. 1951.

To
The Deputy Secretary
to the Govt. of Bombay
Public Works Department
Bombay.

Sub: Assignment of the Athni Electric Licence 1940 under Sec. 9 (2) of the Electricity Act, 1910.

Ref: our No. PN. 296/51-52 dated 7-11-51 and subsequent reminders dt. 10-11-51

Dear Sir,

Please refer to our letter and subsequent

f 73 LAT1551/106718.

P.W.D.

K.Rr.

6.1.52

Submitted.

2. The return of the main pps. (file No. LAT1551/97099) refd to on. to the El. Engr. on the 30-11-51, may be awaited. M/s Light & Power Suppliers Ltd. have already been given an ad-interim reply on the 1-12-51 (vide G.L. on pps 5-6 ante)

13/12/51.

Sad 13/XII/51

Asst. Ltt 6-1-52 13/12/51

AAs.

7½

LAT 1552
7/6-6

P.W.D.

KR

Submitted with refce. to the G.L. at p-17 ante.

2. Shri Sane has furnished a copy of the draft of the managing agency agreement and the memo. and articles of Association. He has modified the agreement and memo with refce. to G.L. at p-17 ante. It is however, seen that he has not deleted the refce. about Murtizapur in Berar as advised in G.L. No 5234/36, dated the 3-12-42. He may be addressed as per draft P-7 put up for approval.

× slip P in file below

8/12/52

D.S. (PE) 11/12

LAT 1552
715-6

77

No. LAT 1552-k

P.W.D.
P.C. (Bombay No. 1)
12th July 1952.

To
Mrs. Light and Power Suppliers, Ltd.
Power House, Athani, Dist. Belgaum.
Sub: Athani Elec. Licence 1940
& Palghar Navli Elec. Licence 1935,
Assignment of-.

Dear Sirs,

I am directed to refer to the correspondence ending with your letter No. DN447/51-52, P-63 dated the 21/22-1-52 and to state that the refusal to your undertaking in Murtizapur in Berar occurring in the managing agency agreements has not been omitted by

68-14

by you as advised in para 3
of the G.L No. 5234/26 M, dt. the 3-12-42,
Copy enclosed for ready reference. I
am therefore to request you to
modify the agreements, sent herewith,
accordingly and to return them
to Govt. without delay

yours affly.

Asstt. Secy to Govt.

8/2/52

Issue pp 67-68
12/2/52

Rect'd 17-3-52
16/2/52

6, D.A. 2 agreements dtd 4-12-42 & 8-12-42

15/2/52 pp
i. with DA

copy of G.L. at p-121 of file No 5234/26 to file

ARTICLES OF AGREEMENT MADE and entered into this day of One Thousand Nine Hundred and Forty-One BETWEEN THE LIGHT AND POWER SUPPLIERS, LIMITED , a joint Stock Company registered under the Indian Companies' Act, (1913, as modified upto April 1941) and having its registered office in Poona hereinafter called the " Company " (Which expression shall, wherever the context so requires or admits, include its successors and assigns) of the one part and THE INDUSTRIAL SERVICE LIMITED, a Private Limited Company registered under the Indian Companies' Act, 1913 (AS modified upto April 1941) and having its registered office in Poona herein after called the " Private Company " (Which expression shall, wherever the context so requires or admits, include its successors and assigns) of the other part WHEREAS One Keshav Vyankatesh Sane, a Director of the said Private Limited Company has applied to the government of Bombay for Licenses under the Indian Electricity Act to supply electrical energy within the limits of the Municipal District of Athni in the Belgaum District and within the villages of Palghar and Navli in Thana District and has obtained the same and has also secured contracts for the supply of electrical energy from the Municipality of Athni and the villages Panchayats of Palghar within their respective local limits of the saidbodies on the terms and conditions therein mentioned AND WHEREAS being aware that the electric schemes for generating, developing, accumulating and supplying electrical energy in pursuance of the said licenses cannot be fully and efficiently carried out with success, with small capital and individual efforts, the said Keshav Vyankatesh Sane has at the request of the said private Company, agreed to give to the Company the full benefits of his rights and privileges under the said licenses transfer to the company his undertaking in respect of which the

(...../2.

True copy of amended Managing Agency Agreement upto date.

For Light & Power Suppliers Ltd.

Secretary.
Assistant
31-3-1952.

said licenses are granted (Including all lands, buildings works, materials and plants if any of the said Keshav Vyankatesh Sane as the licensee) with the previous consent in writing of the Government in that behalf, on the terms and conditions agreed between the company and the said Keshav Vyankatesh Sane and WHEREAS in consideration of the services rendered by the said private company in promoting the company and in procuring the said Keshav Vyankatesh Sane to enter into said agreement with the Company, it is provided by Articles of Association of the Company, that the said private company, its successors and assigns shall be and are hereby appointed Managing - Agents of the company for the period and ~~them~~ on the terms provisions and conditions as to remuneration, management or otherwise set out in the agreement, being these presents, AND WHEREAS by the said Articles of ~~Agreed~~ Association of the company, the Directors of the company are authorised to execute or cause to be executed the said agreement with such of modifications if any, as may be mutually agreed to between them and the said Private Company AND WHEREAS The Company ~~duly~~ was duly registered on 6th day of February 1940 AND WHEREAS the private Company called upon the Directors of the company to execute on behalf of the company the said agreement, which they have consented to do by virtue of the authority conferred upon them as aforesaid, THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows :---

1. The Private Company, namely the Industrial Service Limited, its successors and assigns shall be the Managing Agents of the company and hold the office thereof as from the date of the incorporation of the company for the period of 20 years and their appointment, as such Managing Agents, shall not, at any time, be liable to be

(...../3.

revoked or cancelled nor shall they be removed from the said office, on any ground or for any reason whatsoever, save except by virtue of any requirement of law to the effect or their being found guilty of fraud, dishonesty or gross negligence in the management of the business of the company and in the discharge of their duties, as such Managing Agents.

2. The said private company hereby covenants and agrees with the company that they shall, during the period mentioned in the preceding clause, be and act as Managing Agents of the company through a capable and responsible representative, who shall devote full time and attention to the work of the company and to whom no seperate remuneration shall be given for such work by the Public Limited Company and they shall use their best endeavours to promote the interest and business of the company and will not divulge or make known any of the secrets of the company and they shall, through their representative, with consent of the company, faithfully, diligently and honestly and to the best of their ability and power, transact, do, perform and superintend all such matters and things relating to the business and affairs of the company or for carrying out its objects, as may be from time to time, vested in them, as such Managing Agents under the Articles of Association or other regulation of the company and they shall in all respects, conform to and comply with the lawful orders, directions and regulations issued, given made by the Directors of the company, from time to time.

3. The said Private Company shall, as such Managing Agents as aforesaid, out of the moneys of the company, which shall come to their hands, make all

necessary and proper disbursements for the purpose of carrying on the business of the company, and shall cause true accounts to be kept of the paid up capital, for the time being of the company and of all sums of money received or expended by or on behalf of the company and of the matters in respect of which such receipt and expenditure takes place, and of the credits and liabilities of the company and generally of all its commercial, financial, and other affairs, transactions, and agreements and all other matters necessary for showing its true financial state and condition and the accounts shall be kept in such books and in such manners as the Directors may from time to time direct.

4. The said Private Company shall, as such Managing Agents as aforesaid, from time to time prepare or cause to be prepared a Profit and Loss account and a balance sheet to be placed before the Board of Directors for being submitted in a general meeting and all returns statements and summaries to be filed with the Registrar of the Companies' as and in the manner prescribed by the Articles of Association of the company or by the Indian Companies' Act, 1913, as amended from time to time, and shall file the same or cause the same to be filed.

5. Subject to the provisions of sub paragraph(2) the ordinary remuneration of a Managing Agent excluding the office allowance mentioned in sub-paragraph (3) but including purchasing commission, if any, shall be based on a percentage of net profits as defined in Sec.87(c) (3) of the Indian Companies' Act, 1913 (VII of 1913) and shall not exceed :---

(a) in respect of the first Rs. 5 lakhs of such net profits-10 percent: and

(...../5.

(b) in respect of all net profits in excess of Rs. 5 lakhs- 7 percent.

6. The amount paid to a Managing Agent shall be subject to a minimum payment on account of ordinary remuneration not exceeding two rupees per annum for each complete thousand rupees of paid up share and debenture capital, provided that for purpose of computing the minimum payment should the share and debenture capital be less than Rupees five lakhs it shall be taken as rupees five lakhs and should the said capital be greater than Rupees one crore it shall be taken as rupees one crore.

7. An office allowance drawn by a Managing Agent which shall include the salaries and wages of all persons employed in the office of the Managing Agent, but not the salaries of the engineering staff employed for purpose of undertaking, shall be a percentage of the operating expenditure and the expenditure during the year of account on capital works. The office allowance so drawn shall not exceed :---

(a) In respect of the first Rs. 1 lakhs of operating expenditure -- 8 percent.

In respect of next Rs. 2 lakhs of operating expenditure -- 5 percent.

In respect of next Rs. 7 lakhs of operating expenditure -- 2½ percent.

In respect of all operating expenditure in excess of Rs. 10 lakhs -- 1½ percent; and

(b) In respect of the first Rs. 1 lakh of capital expenditure incurred during the year of account -- ---- 4 percent.

In respect of the next Rs. 2 lakhs of

(...../6.

capital expenditure incurred during the year of account ---- 3 per cent.

In respect of the next Rs. 7 lakhs of capital expenditure incurred during the year of account ---- 1½ per cent.

In respect of ~~this~~ all capital expenditure in excess of Rs 10 lakhs incurred during the year of account ---- 1 per cent.

Operating expenditure for the purpose of sub-paragraph (3) (a) above shall mean the sum of the items of expenditure as defined in sub-paragraph (2) (b) of paragraph XVII with the ommission of those under clause (i) (ii), (ix), and (x) there of.

8. No member or Director of the said Private Company shall be disqualified by reason of his being such member or Director from holding any post under the said company and from drawing the pay thereof, provided the name is approved of by an absolute majority of the Board of Directors of the public Limited Company.

9. The Company shall pay to the said private company all costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the company which may have been paid or incurred by the said private company or for which the said private company has become liable upto the date of registration of the Company.

10. The Company shall pay with the approval of the Board of Directors all expenses incurred in the management of the business of the company and also all expenses of maintaining a suitable office and a staff of clerks and other servants sufficient to transact the

X

(...../7.

business of the company and the said private company shall be at liberty to retain, reimburse, and pay themselves, out of the moneys of the company all costs and expenses of providing and maintaining the office and establishment of the company, the salaries and wages of clerks, servants, employes, and workers and the remuneration of experts employed on behalf of the company, if any, including travelling and other expenses and all sums due to the same private company.

11. Subject to the control and supervision of the Directors the said private company, as such , Managing Agents, aforesaid, shall have the general conduct and management of the business and affair of the company and they shall have all such powers, authorities and discretions as are given to or vested in them by Articles of Association of the company or as may from time to time be delegated or entrusted to them by the Directors in particular but without prejudice to the generality of the foregoing provisions and without in any way restricting orlimiting the general power and authority herein -before conferred , the said private company, as such Managing Agents as aforesaid, on behalf of the company have and shall exercise the following powers, that is to say :----

(a) To negotiate and, subject to the sanction of the Directors, to enter into contract for the acquisition by purchases, and lease or otherwise of any land, tenements and other buildings and rights, previlages, and concessions, which may be requisite advisible ~~for him~~ or desirable for the purpose and business of the company and to erect, maintain, alter and extend factories, power houses, mills and other buildings

(...../8.

or structures necessary for or in connection with the business of the company in any part of India or elsewhere.

(b) To purchase, order-out, pay for, sell, re-sell, and re-purchase, in India and elsewhere machinery engines, instruments, apparatus, stores, stationery, and all other materials, articles and things required for the purpose of the company.

(c) To execute, become parties to and where necessary to cause to be registered all deeds, agreements, contracts, receipts and other documents on behalf of the company.

(d) To insure the property of the company for such purposes and to such extent and in such manner as they may think necessary and proper.

(e) To institute conduct, defend, compromise, refer to arbitration, and abandan, legal and other proceedings, claims and disputes in which the company may be concerned.

(f) To appoint and employ, discharge, reemploy replace, Engineers, Managers, Commissions Dealers, Muccadams, Brokers, Solicitors, Advocate, Pleaders, Bankers clerks, Mechanics, Workmen and other officers and servants and experts with such powers and duties and upon such terms, as to duration and office remuneration or otherwise as they may think fit.

(g) To assign cheques, and operate the bank accounts of the company and to draw, endorse, negotiate and /or sell bills of exchange, hundies, promissory notes and other negotiable instruments with or without security and to sign receipts for moneys, goods and goods and property received on behalf of the company and give effectual discharge for the same and

(...../9.

(h) Generally to make all such arrangements and do all such acts and things on behalf of the company as may be usual, necessary or expedient and as are not specially reserved to be done by the Directors.

12. The said private company shall have charge and custody of all the property, books of accounts, papers, documents and effects belonging to the company wheresoever situate.

13. The said private company shall be entitled to with the approval of ~~be~~ the Board of Directors of the public limited company one or more Ex- officio Directors with the approval of the Board of Directors of the public limited company on the Board of Directors of the company from among the members of the private company so that the total number of Directors representating the private company (or who are members of the private company) whether they are nominated ex-officio Directors as per above, or elected in general election by the share holders of the public limited company, shall not exceed in all, one third of the total number of the Directors of the Public Limited Company.

14. With the approval of the Board of Directors for the time being it shall be lawful for the said private company to assign this agreement and their rights herein under to any person, firm or company having authority by its constitution to become bound by the obligations undertaken by the said private company herein under and upon such assignment being made and notified to the public limited company, the latter company shall be bound to recognise the person or firm or company aforesaid as the Managing Agents

(...../10.

of the company in like manner if the name of such person firm or company ~~aforesaid~~ had appeared in these presents in lieu of the name of the private company and the company shall forthwith upon demand by the said private company, pass a resolution appointing such person firm or company, the Managing Agents of the company for the residue then unexpired of the said period of 20 years and with the like powers and authorities and subject to the obligations imposed upon the said private company by these presents.

15. In the event of the company being wound up at any time while it is not working at a loss, continuously for three years, excluding the first three years from the date of supply, for the purpose and with the object of transfering its business to another company, the company i.e. the Light and Power Suppliers, Limited shall make it one of the terms and stipulation in their agreement for the transfer of their property and business to such other company ~~aforesaid~~ as aforesaid, that such other company shall appoint ~~the~~ the said private company ~~aforesaid~~ to be the managing Agents of such company, and with like powers and authorities to the said private company and on the same terms and conditions as to remunerations, emoluments and otherwise as are herein contained AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that save and except with such conditions and stipulations as one of the terms of the sale and transfer thereof, the company, namely, The Light and Power Suppliers Limited, will not sell and transfer its business to any other company.

16. In the event of any dispute or difference at any time arising between the company and the said

(...../11.

private company in respect of the interpretation of the wording of this agreement or the several matters specified herein or with reference to anything arising out of or incidental thereto such dispute or difference shall be submitted to, and be decided by the arbitration of two Arbitrators, one to be named by each party and this agreement shall be deemed to be submission to the arbitration of two arbitrators within the meaning of the Indian Arbitration Act, 1899, and all the provisions of that Act (Except as hereby expressly varied) or of any act of the Legislature, passed in substitution therefore or in modification thereof and for the time being in force, shall be deemed to apply to any reference hereunder.

IN WITNESS WHEREOF THE COMMON SEAL of the said Light and POWER SUPPLIERS LIMITED has persuant to the resolution of the Directors in that behalf duly passed at the meeting of the Board held on the day of been hereto affixed in the presence of the Directors, present at such meeting two of whom namely_ _ _

have in token thereof hereunto set their respective hands and seal and the common seal of the said INDUSTRIAL SERVICE LIMITED has persuant to the resolution of the Directors in that behalf duly passed at the meeting of the Board on the day of been hereto affixed in the presence of the Directors present at such meeting two of whom

have in token thereof hereunto set their respective hands and seals the day and year first herein above written.

True copy.
For Light & Power Suppliers Ltd.
Accountant

Telegrams :' LIPOSU ' POONA-2.

Light & Power Suppliers Ltd.,

Gumaste Building, 180 Budhwar,
POONA 2.

Mg. Agents—
Industrial Service Ltd.,
180 Budhwar, Poona 2.

Power houses at—
Athni, Dist. Belgaum.
Palghar, Dist. Thana.

Our Ref. No. PN. 545/51-52. Dated : 1, April, 1952

To
The Assistant Secretary
to the Government of Bombay
Public works Department,
Bombay.

Sub: Athni Electric Licence 1940, and
Palghar-Navli Electric Licence, 1939
——Assignment of ——

Ref: Your Letter No. LAT. 1552, K. Dt. 12-2-52.

Dear Sir,

With reference to your letter No. LAT-1552. K dated 12th Feb. 1952 on the above Subject we have to inform you that reference to the Murtizapur undertaking in the Managing Agency Agreement has been omitted now and resolution to that effect has been passed in the meeting of the Executive Committee of the Company on the 17th of March 1952.

We have further to state that now there is no possibility of getting Managing Agency Rights of Murtizapur by our Company as State Govt. of Central Province have recently started Supply of Electricity to that town under ~~said~~ the Grid System.

Managing Agency Agreement copies returned by you are forwarded herewith along with the duplicate copy of Mg. Ag. Agreement

P.T.O.

(in which all changes with reference to Murtizapur are omitted) ~~is enclosed herewith~~.

We have ~~to~~ now to request you to issue necessary orders at an early date.

Thanking you,

Yours faithfully,
For Light & Power Suppliers

Accountant
1-4-1952.

P. W. [illegible]
LAT 158
32344

Lat 1552/37

43

P. note.

KBr

Submitted with refce. to the Govt. letter at p. 77 ante.

2. These papers deal with the application of Shri K.V. Sane for the assignment of the Atani Elec. License 1940 and the Palghar* Navli Elec. License 1939 to the Light and Power Suppliers Ltd., Poona. The O.N. at pages 3-5 ante gives the details of the case

* Phrase underlined below

3. Shri Sane has intimated that no other consideration except his appointment as Manager of the Co. is involved in this assignment. The application has been considered in consultation with the El. Engr. and there seems no objection to grant consent to the proposed assignment. Draft memo. P-95 of consent and a letter P-97 to the licensee are put up for approval. The R.L.A. may see the draft memo. of of consent before it is forwarded to the licensee

17/4/52

1553
E/1842.

L. G.
18 APR 1952
E

US (PHE)

Seen.

17/4/52

* Corr. to the R.L.A. of the 17-4-52

* with file LPN 1551 & No. 5234/36 & Agreement.

P-95 in file no. LPN 1951

No. LAT 1552 K.

97

Public Works Department,
Bombay Castle (Bombay No.1),
~~April~~ 2nd May 1952.

To

Shri K.V. Sane, Licensee, Athni Elec. License 1940,
Gumaste Building, 180 Budhwar,
Poona 2.

Subject:- Athni Electric License 1940
Palghar Navli Electric License 1939.

.....

Sir,

Ø I am directed to refer to the correspondence ending with the letter No. PN 545, dated the 1-4-52 from the Light and Power Suppliers Limited, on the above subject, and to state that Government proposes to give the necessary consent to the assignment of the above licenses in the accompanying form of memorandum to be endorsed on the original license. I am to enquire whether you have any remarks to make on the draft memo. P-97

2. I am also to request that the original licenses in question may please be sent to Government along with your reply. ~~It~~ They will be returned to you when the Memo. of consent .....

consent has been endorsed thereon

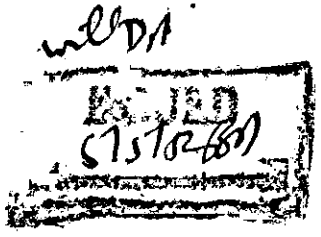
Yours faithfully,

Asst. Secy

1st July 52

D.A. Memo officer sent

2
SAM.
14/4/52.



Telegrams : 'LIPOSU' POONA-2.

Light & Power Suppliers Ltd.,

Gumaste Building, 180 Budhwar,
POONA 2.

Mg. Agents—
Industrial Service Ltd.,
180 Budhwar, Poona 2.

Power houses at—
Athni, Dist. Belgaum.
Palghar, Dist. Thana.

Our Ref. No. PN 566/51-52 *Dated :*

Reminder

To

The Assistant Secretary,
to the Govt. of Bombay -
Public Works Department
BOMBAY

Sub: Assignment of Licence -
Palghar, Navli Electric Lines - 1939
& Athni Electric Licence - 1940.

Ref: Our No. PN.SHS/51-52, dated 1-4-52

—x—

Dear Sir,

Please inform us when we should expect the necessary orders in the matter. We require the same very urgently - Please do the needful at an early date and oblige.

Yours faithfully,
For Light & Power Suppliers Ltd.,

Accountant

LEGAL DEPARTMENT.

The draft Memorandum of Consent as ~~xxxx~~ slightly amended is in order.

René Endoy
Solicitor to Government.

U.R. to P.W.D.No. 6162 , dated the 23rd April 1952.

k.21.

LAT 1552
38863

P.W.D.

KM
5 submitted with letter ~~of A.C.~~ to the A.N. at p-93 ante.
2. The R.L.A has seen the draft memo of consent. The draft at p-97 may issue.

Await (7-6 52)
7/5

KM
7/5/52

Sent to RLS on 5/5/52

RLS
7/5/52

RAS

K
7/4

LAT 1552
38863

98	draft
97	draft
	memo
	2/5
	1

SWNew.
24/4

GOVERNMENT OF BOMBAY.
Public Works Department.
Memorandum of Consent.
No.LAT 1552.
~~May~~ July 1952.

Under the provisions of Sub-section (2) of Section 9 of the Indian Electricity Act, 1910 (IX of 1910) (hereinafter referred to as the "Said Act"). The Government of Bombay is pleased to consent to the Assignment and Transfer by ~~the~~ Shri Keshav Vyankatesh Sane ~~Industrial Service Limited~~ (hereinafter referred to as the 'said licensee') as the present holder of the Athani Electric License, 1940, ~~and the Palghar Mouli Electric License, 1939~~ (hereinafter referred to as 'the said license') of the said license and of the whole of the licensee's undertaking in respect of the said license (including all lands, buildings, works, materials and plant) (hereinafter referred to as the 'said undertaking') by way of sale to the Light and Power Suppliers, Limited, a Joint Stock Company registered under the Indian Company's Act, 1913, and having its registered office at Poona in the State of Bombay, subject to the performance by the said Light and Power Suppliers, Limited, of the obligations imposed upon the said licensee and to all the rights of the Government under the said license, the said Act and the rules made thereunder.

Provided always that the consent hereby given shall not authorise any future assignment of the said license or the transfer of the said undertaking or any part thereof, without a fresh consent in writing of the Government of Bombay.

Dated this day of April 1952.

By order of the Governor of Bombay,

(G.V.Bedekar)
Secretary to the Government of Bombay,
Public Works Department.

VSD
2/5/52

14-5-52
1113 M
Airmail
copy No-PN 595/51-52

Registered letter. m

113

Telegrams : 'LIPOSU' POONA-2.

Light & Power Suppliers Ltd.,

Gumaste Building, 180 Budhwar,
POONA 2.

Mg. Agents—
Industrial Service Ltd.,
180 Budhwar, Poona 2.

Power houses at—
Athni, Dist. Belgaum.
Palghar, Dist. Thana.

Our Ref. No. PN 595 / 51-52 Dated : 21st May 1952.

To,

The Assistant Secretary
to the Govt of Bombay,
P.W.D. Bombay.

Sub:— Athni Electric License 1940
Palghar Nauli Electric License 1939

Dear Sir,

P 97

With reference to your letter No. LAT 1552 K dated 2nd inst:, in the above matter regarding the assignment of the same, and the draft enclosed there with, we beg to suggest the necessary corrections as shown in our your draft by an attached Slip thereto.

The said change is necessary as the Licenses stand in the name of Mr. K. V. Sane and not in the name of the company 'Industrial Servi

Ltd., —

We have to make no other remarks in the matter.

We have the pleasure to enclose here with the original licenses of both Athni and Palghar-Nanli for necessary action.

Yours faithfully,
Keshav V. Sane
Licensee.
Athni Electric License 1940, &
Palghar-Nanli Electric License 1939.

115

Telegrams : 'LIPOSU' POONA-2.

Light & Power Suppliers Ltd.,

Gumaste Building, 180 Budhwar,
POONA 2.

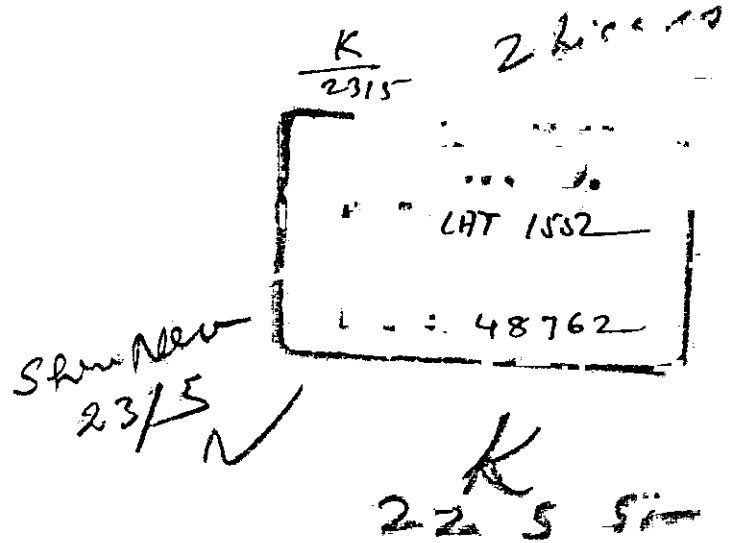
Mg. Agents—
Industrial Service Ltd.,
180 Budhwar, Poona 2.

Power houses at—
Athni, Dist. Belgaum.
Palghar, Dist. Thana.

Our Ref. No. PNS95/51-52 *Dated :* 21-5-52

In the enclosed draft received from you in line No 4 after the words — "the assignment and transfer by" "the Industrial Service Ltd," be deleted and "Shri Keshav Vyankatesh Sane" be substituted in its place.

Keshav V. Sane
Licensee
21-5-52


K
2315
LAT 1552
L - : 48762
Show New
23/5
K
2225 Si

117

LAT 1552
48762

P.W.D.

K/R

Submitted with refee. to the G.C. at p-97 ante.

2. The licensee has suggested that the word "The Industrial Service Ltd." be deleted from the draft memo of consent at p-95 ante and his name viz. Shri K.V. Sane be substituted in the place. ~~The~~ Shri Sane's name occuring in the draft memo. has been scratched by the R.L.A. Shri K.V. Sane is the licensee and the amendment suggested by him to the draft memo of consent seems to be in order.

3. These papers may be shown to the R.L.A. before final orders are issued as per draft put up. The amendment suggested by the licensee has been made in the fair draft at p-103 ante.

PP-119-21

K/R
14/6/52

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No 1161
Subject No. dt. 14/6/52
Branch E.
BOMBAY

L.D. (S.H.E.)

L D.
18 JUN 1952
E

K/R 17/6

Over to the R.L.A. duly 13-6-52.

x with files
No. LPN 1551
E
5234/36.
E
Agreement.

Agreement duly (12-7-52)

LAT 1552
4 8762

The Athni Elec. Licence, 1940.
Assignment of —

Govt. of Bombay
P. W. D.
Reso. No. LAT 1552
B.C. (Bombay No. 1)
10th July 1952.

Letter P-1 No. PN 296, dated the 7-11-51 from Shri K.V. Sane, Licence, Athni Elec. Licence 1940. as under:

P-1

P-15 (enter)
Memo. No. L101/10424, dated the 15-12-51 from the Elect. Engr. to Govt.

P-17
G.L. No. LAT 1551K, dated the 11-1-52 to Shri K.V. Sane.

P-63
Letter No. PN. 447, dated the 21/22-1-52 from Shri K.V. Sane.

P-77
G.L. No LAT 1552K, dated the 12-2-52 to the Shri K.V. Sane.

P-91
Letter No. PN. 545 dated the 1-4-52 from Shri K.V. Sane

P-97
G.L. No. LAT 1552K, dated the 2-5-52. to Shri K.V. Sane

P-113
Letter No. PN 595, dated the 21-5-52 from the Shri K.V. Sane.

Resolution — The Govt. of Bombay is pleased to consent under the provision of Sub-Section (2) of Section 9 of the I.E. Act, 1910, to the assignment of the Athni Elec. Licence 1940, and to the transfer of the whole of the undertaking in

in respect of the said license (including all lands, buildings, works, materials and plant) by Shri Keshav Vyankatesh same, as the present license by way of sale, to M/s. the Light and Power Sufipliers Ltd., Poona. An endorsement in the following form should be made on the license:-

Govt. of Bombay

P. W. D..

Memo of consent No LAT/5502

Dated the June 1952

[Here enter portion A to B on p-103 ante]

2. The Secy. to the Govt. of Bombay, P.W.D. is authorised to sign on behalf of Govt. the engrossment of the memo. of consent to be endorsed on the license.

3. The following letter should be addressed to Shri K.V. Sane:-

"With refce. to the correspondence ending with your letter P-113 No. PNS-95, dated the 21-5-52 I am directed to return herewith the Athani Elec. License, 1940 with the requisite memo of consent endorsed thereon. Its receipt may kindly be acknowledged.

By order etc.

Dy. Secy. to Govt.

To
The C.S. & P.H.D.
The C.E., B.E.G.
The S.E.S.C.
Thro The

The El. Engr. to Govt.
The collector of Belgaum
The R.L.A
The Ex. Engr., Belgaum Div
The Ex Engr. Poona Elect Div.
The A.G., Bombay
Shri K. V. Sane (by letter)
GR Class "II"
10/6/52

Legal Department.

As the licences stand in the name of Shri K.V.Sane, the words "Shri Keshav Vyankatesh Sane" may be retained and the words "Director of the Industrial Service Ltd." may be deleted from the draft Memo of consent.

Ranchodlal
Solicitor to Government.

U.R.to P.W.D.,No.10189 , dated the 19th June 1952.

MRP.
18/6.

P. W. D. 18/19-6
File No. LAT 1551
Serial No. 57876

K. L Shri Nevr 19/6

125 LAT 1552
57876

P.W.D.

KBr

Submitted.

2. The O.N. at p-93 ante explains the case. The R.L.A. has approved the draft memo P-101 p. 103 of consent and the licensee has also accepted it P-113-115 suggesting a minor correction thereto which has since been carried out in the draft. P-102 Consent to the assignments of the Athani Elec. Licence 1940 ~~and the Pakhlani Nawabi Elec. Licence 1939~~ may be accorded as per drafts P-117-20 put up for approval. ~~The draft for approval is in contrast of Pakhlani Nawabi Elec. Licence 1939 has been kept safe in the file on the subject for reference.~~

4/7
1/7/52

D.S. (GHE) 4/7/52

Secy. 7/7

Minister 7/7/52

Issue G.R. p. 119.

9/7

g.s. 5/7

127 No. LAT 1552

P. to Sd.

KBn

Secy. will kindly sign the three copies, put up below, of the memo. of Consent to the assignment of the Athens Gas. License 1940 to the Light and Power Supplies, Ltd. Attention is invited in this con. to para 2 of the G.R. below.

AH
14/7/52

AJ
14/7

Secy.

The Athni Electric License, 1940: Assignment of - .

Government of Bombay.
Public Works Department.
Resolution No.LAT 1552.
Bombay Castle.(Bombay No.1),
10th July 1952.

Letter No.PN.296, dated the 7th November 1951, from Shri K.V.Sane, Licensee, Athni Electric License, 1940, as under. -

"With reference to the above license, I beg to state that I have agreed to assign the license in favour of Light and Power Suppliers Limited, Poona.

This fact has already been communicated to you at various previous occasions such as the approval of the Managing Agency Agreement relating to the said Company.

I have therefore to request you to let me know the procedure of the said assignment of the license in favour of the said Company. I have further to state that this matter be treated as very urgent as the Company wants the assignment to be completed at a very early date.

Kindly do the needful in the matter and oblige."

Memorandum No.L.101/10424, dated the 15th December 1951, from the Electrical Engineer to Government.

Government Letter No.LAT 1551 K, dated the 11th January 1952, to Shri K.V.Sane.

Letter No.PN.447, dated the 21st/22nd January 1952, from Shri K.V.Sane.

Government Letter No.LAT 1552 K, dated the 12th February 1952, to Shri K.V.Sane.

Letter No.PN.545, dated the 1st April 1952, from Shri K.V. Sane.

Government Letter No.LAT 1552 K, dated the 2nd May 1952, to Shri K.V.Sane.

Letter No.PN 595, dated the 21st May 1952, from Shri K.V.Sane.

RESOLUTION. - The Government of Bombay is pleased to consent under the provisions of Sub-Section (2) of Section 9 of the Indian Electricity Act, 1910, to the assignment of the Athni Electric License, 1940, and to the transfer of the whole of the Undertaking in respect of the said license (including all lands, buildings, works, materials and plant) by Shri Keshav Vyankatesh Sane, as the present licensee by way of sale to Messrs. The Light and Power Suppliers Limited, Poona. An endorsement in the following form should be made on the license:-

Government of Bombay.
Public Works Department.
Memorandum of Consent No.LAT 1552.
Dated the . . . June 1952.

Under the provisions of ~~S~~ Sub-section (2) of Section 9 of the Indian Electricity Act, 1910 (IX of 1910) (hereinafter referred to as the "Said Act"). The Government of Bombay is pleased to consent to the Assignment and Transfer by Shri Keshav Vyankatesh Sane (hereinafter referred to as the 'said licensee') as the present holder of

the ....

the Athani Electric License, 1940 (hereinafter referred to as 'the said license') of the said license and of the whole of the licensee's undertaking in respect of the said license (including all lands, buildings, works, materials and plant) (hereinafter referred to as the 'said undertaking') by way of sale to the Light and Power Suppliers, Limited, a Joint Stock Company registered under the Indian Company's Act, 1913, and having its registered office at Poona in the State of Bombay, subject to the performance by the said Light and Power Suppliers, Limited, of the obligations imposed upon the said licensee and to all the rights of the Government under the said license, the said Act and the rules made thereunder.

Provided always that the consent hereby given shall not authorise any ~~further~~ future assignment of the said license or the transfer of the said undertaking or any part thereof, without a fresh consent in writing of the Government of Bombay.

Dated this day of ~~August~~ 1952

By order of the Governor of Bombay,

Secretary to the Government of Bombay,
Public Works Department.

2. The Secretary to the Government of Bombay, Public Works Department, is authorised to sign on behalf of Government the engrossment of the Memorandum of Consent to be endorsed on the license.

3. The following letter should be addressed to Shri K.V. Sane.

"With reference to the correspondence ending with your letter No.PN 595, dated the 21st May 1952, I am directed to return herewith the Athni Electric License, 1940, with the requisite Memorandum of Consent endorsed thereon. Its receipt may kindly be acknowledged.

By order of the Governor of Bombay,

4 pps O/C.

M. S. CHAKRAVARTI,
Deputy Secretary to Government.

To

The Local Self Government and Public Health Department.
The Chief Engineer, Bombay Electric Grid.
The Superintending Engineer, Southern Circle.
The Electrical Engineer to Government.
The Collector of Belgaum.
The Remembrancer of Legal Affairs.
The Executive Engineer, Belgaum Division.
The Executive Engineer, Poona Electrical Division.
The Accountant General, Bombay.
Shri K.V.Sane (by letter).

ISSUED 16-7-52

Class 'A'.

No. of 1952.

Copy forwarded for information and guidance to -

V.D. 10/7/52

:13)

GOVERNMENT OF BOMBAY.
Public Works Department.
Memorandum of Consent No.LAT 1552.
11th July 1952.

Under the provisions of Sub-section (2) of Section 9 of the Indian Electricity Act, 1910 (IX of 1910) (hereinafter referred to as the "Said Act"). The Government of Bombay is pleased to consent to the Assignment and Transfer by Shri Keshav Vyankatesh Sane (hereinafter referred to as the 'said licensee') as the present holder of the Athani Electric License, 1940, (hereinafter referred to as 'the said license') of the said license and of the whole of the licensee's undertaking in respect of the said license (including all lands, buildings, works, materials and plant) (hereinafter referred to as the 'said undertaking') by way of sale to the Light and Power Suppliers, Limited, a Joint Stock Company registered under the Indian Company's Act, 1913, and having its registered office at Poona in the State of Bombay, subject to the performance by the said Light and Power Suppliers, Limited, of the obligations imposed upon the said licensee and to all the rights of the Government under the said license, the said Act and the rules made thereunder.

Provided always that the consent hereby given shall not authorise any future assignment of the said license or the transfer of the said undertaking or any part thereof, without a fresh consent in writing of the Government of Bombay,

Dated this 11th day of July. 1952.

By order of the Governor of Bombay,

(G.V.Sedekar),
Secretary to the Government of Bombay,
Public Works Department.

3
VSD
11/7/52

LAT 1552

5-7676

15/1/52

P. with.

KBr

The confdl Assistt will please keep the copy of Memo of Consent No. LAT 1552 of the 11-7-52, put up below, with the Attn: Eden Rieven 1940 & between the Hon. to KBr & Confdl Asstt.

RR

22/7/52

Memo. of Consent refd. to has been kept with the original Ms.

26/7/52

Telegrams : 'LIPOSU' POONA-2.

Light & Power Suppliers Ltd.,

Gumaste Building, 180 Budhwar,
POONA 2.

Mg. Agents—
Industrial Service Ltd.,
180 Budhwar, Poona 2.

Power houses at—
Athni, Dist. Belgaum.
Palghar, Dist. Thana.

Our Ref. No. PN 42(1) 52-53 Dated : 21st July 1962

To,

The Deputy Secretary
to the Govt. of Bombay,
P.W.D. Bombay Castle, Bombay.

Re :- The Athni Electric License, 1940:
Assignment of.

Dear Sir,

With reference to your letter No. LAT 1552 K dated 11th inst I beg acknowledge receipt of the Athni Electric License 1940, with the requisite memorandom of consent endorsed there on.

Yours faithfully.
For The Light & Power Suppliers Ltd
Keshav V. Sane
Manager.

LAT 1552/68781 ~~B.C.P 135~~

Ka. — — Pura

Submitted with release p130 + C.L.No. LAT 1552K, dated the 11-7-52

Read

26-7-52

~~ABS~~ 28/7 Supdt

file 28/7

K 23-7

LAT 1552

68781.

Secy P 23/7 22

Draft, finally approved by the Board of Directors of the Company, in their Meeting held on the 10 th May, 1941.

Keshav V. Sane
Licensee.
14-7-41

ARTICLES OF AGREEMENT made and entered into this day of One Thousand Nine Hundred and Forty-one BETWEEN THE LIGHT AND POWER SUPPLIERS,LIMITED, a Joint Stock Company registered under the Indian Companies' Act, (1913, as modified upto April 1941) and having its registered office in Poona hereinafter called the "Company" (which expression shall, wherever the context so requires or admits, include its successors and assigns) of the One Part and THE INDUSTRIAL SERVICE LIMITED, a Private Limited Company registered under the Indian Companies' Act, 1913 (as modified upto April 1941) and having its registered office in Poona hereinafter called the "Private Company" (which expression shall, wherever the context so requires or admits, include its successors and assigns) of the Other Part WHEREAS one Keshav Vyankatesh Sane, a Director of the said Private Limited Company has applied to the Government of Bombay for Licenses under the Indian Electricity Act to supply electrical energy within the limits of the Municipal District of Athni in the Belgaum District and within the villages of Palghar and Navli in Thana District and Sanction for the supply of energy within the limits of the town of Murtizapur in Berar and has obtained the same and has also secured contracts for the supply of electrical energy from the Municipality of Athni and Murtizapur and the villages within their respecti

bodies on the terms and conditions therein mentioned AND WHEREAS being aware that the electric schemes for generating, developing, accumulating and supplying electrical energy in pursuance of the said licensee cannot be fully and efficiently carried out with success, with small capital and individual efforts, the said Keshav Vyankatesh Sane has at the request of the said Private Company, agreed to give to the Company the full benefits of his rights and privileges under the said licenses transfer to the Company his undertaking in respect of which the said licenses and sanction are granted (including all lands, buildings, works, materials, and plants if any of the said Keshav Vyankatesh Sane as the licensee) with the previous consent in writing of the Government in that behalf, on the terms and conditions agreed between the Company and the said Keshav Vyankatesh Sane AND WHEREAS in consideration of the services rendered by the said Private Company in promoting the Company and in procuring the said Keshav Vyankatesh Sane to enter into said agreement with the Company, it is provided by Articles of Association of the Company, that the said Private Company, its successors and assigns shall be and are hereby appointed Managing Agents of the Company for the period and on the terms, provisions and conditions as to remuneration, management or otherwise set out in the agreement, being these presents, AND WHEREAS by the said Articles of Association of the Company, the Directors of the Company are authorised to execute or cause to be executed the said agreement with such of modifications, if any, as may be mutually agreed to between them and the said Private Company AND WHEREAS the Company was

duly registered on 6th day of February 1940 AND WHEREAS the Private Company called upon the Directors of the Company to execute on behalf of the Company the said Agreement, which they have consented to do by virtue of the authority conferred upon them as aforesaid, THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:--

1. The Private Company, namely the Industrial Service Limited, its successors and assigns shall be the Managing Agents of the Company and hold the office thereof as from the date of the incorporation of the Company for a period of 20 years and their appointment, as such, Managing Agents, shall not, at any time, be liable to be revoked or cancelled nor shall they be removed from the said office, on any ground or for any reason whatsoever, save except by virtue of any requirement of law to the effect or their being found guilty of fraud, dishonesty or gross negligence in the management of the business of the Company and in the discharge of their duties, as such Managing Agents.

2. The said Private Company hereby covenants and agrees with the Company that they shall, during the period mentioned in the preceding clause, be and act as Managing Agents of the Company through a capable and responsible representative, who shall devote full time and attention to the work of the Company and to whom no separate remuneration shall be given for such work by the Public Limited Company and they shall use their best endeavours to promote the interest and business of the Company and will not divulge or make known any of the secrets of the Company and they shall, through their representative, with consent of the

Company, faithfully, diligently and honestly and to the best of their ability and power, transact, do, perform and superintend all such matters and things relating to the business and affairs of the Company or for carrying out its objects, as may be from time to time, vested in them, as such Managing Agents, under the Articles of Association or other regulation of the Company and they shall in all respects, conform to and comply with the lawful orders, directions and regulations issued, given made by the Directors of the Company, from time to time.

3. The said Private Company shall, as such Managing Agents as aforesaid, out of the moneys of the Company, which shall come to their hands, make all necessary and proper disbursements for the purpose of carrying on the business of the Company, and shall cause true accounts to be kept of the paid-up capital, for the time being of the Company and of all sums of money received or expended by or on behalf of the Company and of the matters in respect of which such receipt and expenditure takes place, and of the credits and liabilities of the Company and generally of all its commercial, financial, and other affairs, transactions, and engagements and all other matters necessary for showing its true financial state and condition and the accounts shall be kept in such books and in such manner as the Directors may from time to time, direct.

4. The said Private Company shall, as such Managing Agents as aforesaid, from time to time prepare or cause to be prepared a profit and loss account and a balance sheet to be placed before the Board of Directors for being submitted in a general meeting and all returns, statements and summaries to be filed with the Registrar

of the Companies as and in the manner prescribed by the Articles of Association of the Company or by the Indian Companies' Act, 1913, as amended from time to time, and shall file the same or cause the same to be filed.

5. In consideration of the premises and for the services to be performed by the said Private Company, as such Managing Agents as aforesaid, the Company shall pay to the said Private Company by way of Remuneration as under :--

(a) An office allowance of Rs.100/- to be paid per month from the date of Registration. This, however, is to cease after 18 months in case the construction work does not commence within this period.

(b) In addition to the office allowance mentioned above, a lump sum allowance, of Rs.400/- per each Power House is to be given for inspection during the construction period over and above the office allowance mentioned in clause 5 sub clause (a) above.

(c) In addition to the office allowance mentioned in above (a) Rs.50/- for Palghar Rs. 75/- for Murtizapur and Rs. 75/- for Athni per month will be paid as office allowance over and above the sums mentioned in above after the commencement of the supply. In no case, however, the total remuneration paid is to exceed Rs.200/- per month for the above mentioned three or for any first three schemes undertaken by the Public Limited Company.

(d) In addition to the office allowance mentioned in above (c) a commission of 10% of the annual net profits of the Company will be paid to the Managing Agents when a dividend at 5% on Preference Shares and at 3% on Ordinary shares is paid; to the share-

holders or

(e) In addition to the office allowance mentioned in (c), a commission of 12½% of the annual nett profits shall be paid to the Managing Agents when a dividend at 5% on Preference Shares and at 4% on Ordinary Shares is paid, or

(f) In addition to the office allowance mentioned in above (c), commission of 15% on the annual net profits, when dividend at 5% on Preference shares and ~~4%~~ Ordinary shares is paid, or

(g) In addition to the office allowance mentioned in above (c), a commission of 20% of the annual net profits when dividend at 5% on Preference Shares and 6% on Ordinary Shares is paid:

PROVIDED FURTHER that the said remuneration to be paid to the Managing Agents as aforesaid shall be exclusive of office and other expenses incidental to the carrying out of the company's business and also of the travelling expenses to be paid to the Managing Agents.

(ii) For the purposes of sub-clause (d) (e), (f) and (g) above, 'Net profits' means the profit of the Company calculated after allowing for all usual working expenses, Managing Agents' allowance, interest on loans and advances, repairs and outgoings, depreciation, bounties or subsides received from Government or other public bodies, profits by way of premium on shares sold, profits on sale proceeds of forfeited shares, or profits from the sale of the whole or part of the undertaking of the Company, but without any deduction in respect of income-tax or supertax or any other tax duty on income or revenue or for expenditure on capital account or on account of any sum which may be set aside in each year of the

profits for reserve or any other special fund.

6 In respect of these above it is further stipulated that the Managing Agents shall not be entitled to receive remuneration exceeding Rs.7,500/- per annum including the office allowance and commission so far as the first three schemes undertaken by the Company are concerned. But when the Company will undertake any new or additional schemes or any extention of the present three schemes involving additional duties and responsibilities, the Managing Agents shall be entitled to receive further additional monthly allowance by way of remuneration exceeding the maximum of Rs.7500/- as aforesaid as may be determined by the Board of Directors.

7. No member or Director of the said Private Company shall be disqualified by reason of his being such member or Director from holding any post under the said Company and from drawing the pay thereof, provided the name is approved of by an absolute majority of the Board of Directors of the Public Limited Company.

8. The Company shall pay to the said private Company all costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the Company which may have been paid or incurred by the said Private Company or for which the said Private Company has become liable upto the date of registration of the Company.

9. The Company shall pay with the approval of the Board of Directors all expenses incurred in the management of the business of the Company and also all expenses of maintaining a suitable office and a staff of clerks and other servants sufficient to transact

the business of the Company and the said Private Company shall be at liberty to retain, reimburse, and pay themselves, out of the moneys of the Company all costs and expenses of providing and maintaining the office and establishment of the Company, the salaries and wages of clerks, servants, employees, and workers and the remuneration of experts employed on behalf of the Company, if any, including travelling and other expenses and all sums due to the same Private Company.

10. Subject to the control and supervision of the Directors the said Private Company, as such, Managing Agents, aforesaid, shall have the general conduct and management of the business and affair of the Company and they shall have all such powers, authorities, and discretions as are given to or vested in them by Articles of Association of the Company or as may, from time to time be delegated or entrusted to them by the Directors in particular but without prejudice to the generality of the foregoing provisions and without in any way restricting or limiting the general power and authority herein before conferred, the said Private Company as such Managing Agents as aforesaid, on behalf of the Company have and shall exercise the following powers, that is to say:-

(a) To negotiate and, subject to the sanction of the Directors, to enter into contract for the acquisition by purchases, and lease or otherwise of any land, tenements and other buildings, and rights, privileges, and concessions, which may be requisite advisable or desirable for the purpose and business of the Company and to erect, maintain, alter and extend factories, power houses, mills and other buildings or structures necessary for or in connection with the

the business of the Company in any part of India or elsewhere.

(b) To purchase, order-out, pay for, sell, re-sell, and re-purchase, in India and elsewhere machinery, engines, instruments, apparatus, stores, stationary, and all other materials, articles and things required for the purpose of the Company.

(c) To execute, become parties to and where necessary to cause to be registered all deeds, agreements, contracts, receipts and other documents on behalf of the Company.

(d) To insure the property of the Company for such purposes and to such extent and in such manner as they may think necessary and proper.

(e) To institute conduct, defend, compromise, refer to arbitration, and abandon, legal and other proceedings, claims and disputes in which the Company may be concerned.

(f) To appoint and employ, discharge, reemploy replace,Engineers, Managers, Commission Dealers, Muccadams, Brokers, Solicitors, Advocate, Pleaders, Bankers, Clerks, Machanics, Workmen and other Officers and servants and experts with such powers and duties and upon such terms, as to duration and office remunerationor ~~xx~~ otherwise as they may think fit.

(g) To assign cheques, and operate the Bank accounts of the Company and to draw, endorse, negotiate and/or sell bills of exchange, hundies, promissory notes and other negotiable instruments with or without security and to sign receipts for moneys, goods and goods and property received on behalf of the company and give effectual discharges for the same, and

(h) Generally to make all such arrangements and do all such acts and things on behalf of the Company as may be usual, necessary or expedient and as are not specially reserved to be done by the Directors.

11. The said Private Company shall have charge and custody of all the property, books of accounts, papers, documents and effects belonging to the Company wherever situate.

12. The said Private Company shall be entitled to, with the approval of the Board of Directors of the Public Limited Company one or more Ex-officioDirectors with the approval of the Board of Directors of the Public Limited Company on the Board of Directors of the Company from among the members of the Private Company, so that the total number of Directors representing the Private Company, (or who are members of the Private Company) whether they are nominated ex-officio Directors as per above, or elected in general election by the share holders of the public Limited Company, shall not exceed in all, one third of the total number of the Directors of the Public Limited Company.

13. With the approval of the Board of Directors for the time being it shall be lawful for the said Private Company to assign this agreement and their rights hereinunder to any person, firm or company having authority by its constitution to become bound by the obligations undertaken by the said Private Company hereinunder and upon such assignment being made and notified to the Public Limited Company, the latter Company shall be bound to recognise the person or firm or Company aforesaid as the Managing Agents of the Company in like manner if the name of such person, firm or Company had appeared in these presents in lieu of the name of the Private Company, and the Company shall forth-

-with upon demand by the said Private Company, pass a resolution appointing such person firm or company, the Managing Agents of the Company for the residue then unexpired of the said period of 20 years and with the like powers and authorities and subject to the obligations imposed upon the said Private Company by these presents.

14. In the event of theCompany being wound up at any time while it is not working at a loss, continuously for three years, excluding the first three years from the date of supply, for the purpose and with the object of transferring its business to another Company, the Company i.e. the Light and Power Suppliers, Limited shall make it one of the terms and stipulation in their agreement for the transfer of their property and business to such other company as aforesaid, that such other company shall appoint the said Private Company to be the Managing Agents of such Company, and with like powers and authorities to the said Private Company and on the same terms and conditions as to remunerations, emoluments and otherwise as are herein contained AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that save and except with such conditions and stipulations as one of the terms of the sale and transfer thereof, the Company, namely, The Light and Power Suppliers Limited,will not sell and transfer its business to any other company.

15. In the event of any dispute or difference at any time arising between the Company and the said Private Company in respect of the interpretation of the wording of this Agreement or the Several matters specified herein or with reference to anything arising out of or incidental thereto such dispute or difference

shall be submitted to, and be decided by the Arbitration of two Arbitrators, one to be named by each party and this Agreement shall be deemed to be submission to the Arbitration of two arbitrators within the meaning of the Indian ArbitrationAct, 1899, and all the provisions of that Act (except as hereby expressly varied) or of any act of the Legislature, passed in substitution therefore or in modification thereof and for the time being in force, shall be deemed to apply to any reference hereunder.

IN WITNESS WHEREOF THE COMMON SEAL of the said LIGHT AND POWER SUPPLIERS LIMITED has persuant to the resolution of the Directors in that behalf duly passed at the meeting of the Board held on the day of been hereto affixed in the presence of the Directors, present at such meeting two of whom namely

have in token thereof hereunto set their respective hands and seal and the Common seal of the said Industrial Service Limited has persuant to the resolution of the Directors in that behalf duly passed at the Meeting of the Board on the day of been hereto affixed in the presence of the Directors present at such meeting two of whom

have in token thereof hereunto set their respective hands and seals the day and year first hereinabove written.

e.f.
For The Light & Power Suppliers Ltd
Meetyar.
ACCOUNTANT.

19

ARTICLES OF AGREEMENT MADE and entered into this day of One Thousand Nine Hundred and Forty-one BETWEEN THE LIGHT AND POWER SUPPLIERS, LIMITED, a Joint Stock Company registered under the Indian Companies' Act, (1913, as modified upto April 1941) and having its registered office in Poona hereinafter called the "Company" (which expression shall, wherever the context so requires or admits, include its successors and assigns) of the One Part and THE INDUSTRIAL SERVICE LIMITED, a Private Limited Company registered under the Indian Companies' Act, 1913(as modified upto April 1941) and having its registered office in Poona herein after called the "Private Company" (which expression shall, wherever the context so requires or admits, include its successors and assigns) of the Other Part WHEREAS One Keshav Vyankatesh Sane, a Director of the said Private Limited Company has applied to the Government of Bombay for Licenses under the Indian Electricity Act to supply electrical energy within the limits of the Municipal District of Athni in the Belgaum District and within the villages of Palghar and Navli in Thana District (and sanction for the supply of energy within the limits of the town of Murtizapur in Berar) and has obtained the same and has also secured contracts for the supply of electrical energy from the Municipality of Athani and Murtizapur, and the villages Panchayats of Palghar within their respective local limits of the said

bodies on the terms and conditions therein mentioned AND WHEREAS being aware that the electric schemes for generating, developing, accumulating and supplying electrical energy in pursuance of the said licenses cannot be fully and efficiently carried out with success, with small capital and individual efforts, the said Keshav Vyankatesh Sane has at the request of the said Private Company, agreed to give to the Company the full benefits of his rights and privileges under the said licenses transfer to the Company his undertaking in respect of which the said licenses (and sanction) are granted (including all lands, buildings, works, materials and plants if any of the said Keshav Vyankatesh Sane as the licensee) with the previous consent in writing of the Governments in that behalf, on the terms and conditions agreed between the company and the said Keshav Vyankatesh Sane AND WHEREAS in consideration of the services rendered by the said Private Company in promoting the Company and in procuring the said Keshav Vyankatesh Sane to enter into said agreement with the Company, it is provded by Articles of Association of the Company, that the said Private Company, its successors and assigns shall be and are hereby appointed Managing Agents of the Company for the period and on the terms, provisions and conditions as to remuneration, management or otherwise set out in the agreement, being these presents, AND WHEREAS by the said Articles of Association of the Company, the Directors of the Company are authorised to execute or cause to be executed the said agreement with such of modifications if any, as may be mutually agreed to between them and the said Private Company AND WHEREAS The Company was

duly registered on 6th day of February 1940 AND WHEREAS the Private Company called upon the Directors of the Company to execute on behalf of the Company the said Agreement, which they have consented to do by virtue of the authority conferred upon them as aforesaid, THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows :-

1. The Private Company, namely the Industrial Service Limited, its successors and assigns shall be the Managing Agents of the Company and hold the office thereof as from the date of the incorporation of the Company for a period of 20 years and their appointment, as such, Managing Agents, shall not, at any time, be liable to be revoked or cancelled nor shall they be removed from the said office, on any ground or for any reason whatsoever, save except by virtue of any requirement of law to the effect or their being found guilty of fraud, dishonesty or gross negligence in the management of the business of the Company and in the discharge of their duties, as such Managing Agents.

2. The said Private Company hereby covenants and agrees with the Company that they shall, during the period mentioned in the preceding clause, be and act as Managing Agents of the Company through a capable and responsible representative, who shall devote full time and attention to the work of the Company and to whom no separate remuneration shall be given for such work by the Public Limited Company and they shall use their best endeavours to promote the interest and business of the Company and will not divulge or make known any of the secrets of the Company and they shall, through their representative, with consent of the

Company, faithfully, diligently and honestly and to the best of their ability and power, transact, do, perform and superintend all such matters and things relating to the business and affairs of the Company or for carrying out its objects,as may be from time to time, vested in them, as such Managing Agents,under the Articles of Association or other regulation of the Company and they shall in all respects,conform to and comply with the lawful orders,directions and regulations issued, given made by the Directors of the Company, from time to time.

3. The said Private Company shall, as such Managing Agents as aforesaid,out of the moneys of the Company, which shall come to their hands,make all necessary and proper disbursements for the purpose of carrying on the business of the Company, and shall cause true accounts to be kept of the paid up capital, for the time being of the Company and of all sums of money received or expended by or on behalf of the Company and of the matters in respect of which such receipt and expenditure takes place,and of the credits and liabilities of the Company and generally of all its commercial, financial, and other affairs,transactions, and engagements and all other matters necessary for show ing its true financial state and condition and the accounts shall be kept in such books and in such manner as the Directors may from time to time direct.

4. The said Private Company shall, as such Managing Agents as aforesaid, from time to time prepare or cause to be prepared a profit and loss account and a balance sheet to be placed before the Board of Directors for bein_ submitted in a general meeting and all returns statements and summaries to be filed with the Registrar

of the Companies as and in the manner prescribed by the Articles of Association of the Company or by the Indian Companies' Act, 1913, as amended from time to time, and shall file the same or cause the same to be filed.

(1) Subject to the provisions of sub paragraph—(2) the ordinary remuneration of a Managing Agent excluding the office allowance mentioned in sub-paragraph (3) but including purchasing commission, if any, shall be based on a percentage of net profits as defined in sec. 87 (c) (3) of the Indian Companies Act, 1913 (VII of 1913) and shall not exceed:—

(a) in respect of the first Rs. 5 lakhs of such net profits–10 percent; and

(b) in respect of all net profits in excess of Rs. 5 lakhs–7 per cent.

(2) The amount paid to a Managing Agent shall be subject to a minimum payment on account of ordinary remuneration not exceeding two rupees per annum for each complete thousand rupees of paid-up share and debenture capital, provided that for purpose of computing the minimum payment should the share and debenture capital be less than Rupees five lakhs it shall be taken as rupees five lakhs and should the said capital be greater than Rupees one crore it shall be taken as rupees one crore.

(3) An office allowance drawn by a Managing Agent which shall include the salaries and wages of all persons employed in the office of the Managing Agent, but not the salaries of the engineering staff employed for purpose of undertaking, shall be a percentage of the operating expenditure and the expenditure during the year of account on capital works. The office allowance so drawn shall not exceed:—

(a) In respect of the first Rs. 1 lakh of operating expenditure–8 percent.

In respect of next Rs. 2 lakhs of operating expenditure–5 percent.

In respect of next Rs. 7 lakhs of operating expenditure–2½ perceet.

In respect of all operating expenditure in excess of Rs. 10 lakhs–1½ percent ; and

(b) In respect of the first Rs. one lakh of capital expenditure incurred during the year of account–4 percent.

In respect of the next Rs. 2 lakhs of capital expenditure incurred during the year of account–3 percent.

In respect of the next Rs. 7 lakhs of capital expenditure incurred during the year of account–1½ percent.

In respect of all capital expenditure in excess of Rs. 10 lakhs incurred during the year of account–1 percent.

Operating expenditure for the purpose of sub-paragraph (3) (a) above shall mean the sum of the items of expenditure as defined in sub-paragraph (2) (b) of paragraph XVII with the ommission of those under clause (i), (ii), (ix), and (x) there of.

mentioned in above (c) a commission of 10% of the annual net profits of the Company will be paid to the Managing Agents when a dividend at 5% on Preference Shares and at 3% on Ordinary shares is paid; to the

shareholders or

(e) In addition to the office allowance mentioned in (c), a commission of 12½% of the annual nett profits shall be paid to the Managing Agents when a dividend at 5% on Preference Shares and at 4% on Ordinary Shares is paid, or

(f) In addition to the office allowance mentioned in above (c), commission of 15% on the annual net profits, when dividend at 5% on Preference Shares and 4% on Ordinary Shares is paid, or

(g) In addition to the office allowance mentioned in above (c), a commission of 20% of the annual net profits when dividend at 5% on Preference Shares and 6% on Ordinary shares is paid:

PROVIDED FURTHER that the said remuneration to be paid to the Managing Agents as aforesaid shall be exclusive of office and other expenses incidental to the carrying out of the Company's business and also of the travelling expenses to be paid to the managing Agents.

(ii) For the purposes of sub-clause (d) (e), (f) and (g) above, "net profits" means the profit of the Company calculated after allowing for all usual working expenses, Managing Agents' allowance, interest on loans and advances, repairs and outgoings, depreciation, bounties or subsides received from Government or other public bodies, profits by way of premium on shares sold, profits on sale proceeds of forfeited shares, or profits from the sale of the whole or part of the undertaking of the Company, but without any deduction in respect of income tax or supertax or any other tax duty on income or revenue or for expenditure on capital account or on account of any sum which may be set aside in each year of the

profits for reserve or any other special fund.

6 In respect of these above it is further stipulated that the Managing Agents shall not be entitled to receive remuneration exceeding Rs.7500/- per annum including the office allowance and commission so far as the first three schemes undertaken by the Company are concerned. But when the Company will undertake any new or additional schemes or any extention of the present three schemes involving additional duties and responsibilities, the Managing Agents shall be entitled to receive further additional monthly allowance by way of remuneration exceeding the maximum of Rs.7500/- as aforesaid as may be determined by the Board of Directors.

7. No member or Director of the said Private Company shall be disqualified by reason of his being such member or Director from holding any post under the said Company and from drawing the pay thereof, provided the name is approved of by an absolute majority of the Board of Directors of the Public Limited Company.

8. The Company shall pay to the said Private Company all costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the Company which may have been paid or incurred by the said Private Company or for which the said Private Company has become liable upto the date of registration of the Company.

9. The Company shall pay with the approval of the Board of Directors all expenses incurred in the management of the business of the Company and also all expenses of maintaining a suitable office and a staff of clerks and other servants sufficient to transact

the business of the Company and the said Private Company shall be at liberty to retain, reimburse, and pay themselves, out of the moneys of the Company all costs and expenses of providing and maintaining the office and establishment of the Company, the salaries and wages of clerks, servants, employees, and workers and the remuneration of experts employed on behalf of the Company, if any, including travelling and other expenses and all sums due to the same Private Company.

10. Subject to the control and supervision of the Directors the said Private Company, as such, Managing Agents, aforesaid, shall have the general conduct and management of the business and affair of the Company and they shall have all such powers,authorities,and discretions as are given to or vested in them by Articles of Association of the Company or as may from time to time be delegated or entrusted to them by the Directors in particular but without prejudice to the generality of the foregoing provisions and without in any way restricting orlimiting the general power and authority herein-before conferred, the said private Company, as such Managing Agents as aforesaid,on behalf of the Company have and shall exercise the following powers,that is to say:--

(a) To negotiate and, subject to the sanction of the Directors, to enter into contract for the acquisition by purchases, and lease or otherwise of any land, tenements and other buildings and rights, privileges, and concessions, which may be requisite advisable or desirable for the purpose and business of the company and to erect,maintain, alter and extend factories,power houses,mills and other buildings or structures necessary for or in connection with the

the business of the Company in any part of India or elsewhere.

(b) To purchase, order-out, pay for, sell, re-sell, and re-purchase, in India and elsewhere machinery, engines, instruments,apparatus, stores, stationery, and all other materials, articles and things required for the purpose of the company.

(c) To execute,become parties to and where necessary to cause to be registered all deeds, agreements,contracts,receipts and other documents on behalf of the Company.

(d) To insure the property of the Company for such purposes and to such extent and in such manner as they may think necessary and proper.

(e) To institute conduct,defend, compromise, refer to arbitration, and abandon,legal and other proceedings,claims and disputes in which the company may be concerned.

(f) To appoint and employ, discharge,reemploy replace,Engineers,Managers,Commission Dealers, Muccadams, Brokers,Solicitors,Advocate,Pleaders, Bankers,Clerks,Mechanics,Workmen and other officers and servants and experts with such powers and duties and upon such terms, as to duration and office remuneration or otherwise as they may think fit.

(g) To assign cheques,and operate the Bank accounts of the Company and to draw, endorse, negotiate and/or sell bills of exchange, hundies, promissory notes and other negotiable instruments with or without security and to sign receipts for moneys, goods and goods and property received on behalf of the Company and give effectual discharges for the same and

(h) Generally to make all such arrangements and do all such acts and things on behalf of the Company as may be usual, necessary or expedient and as are not specially reserved to be done by the Directors.

11. The said Private Company shall have charge and custody of all the property,books of accounts, papers,documents and effects belonging to the Company wherever situate.

12. The said Private Company shall be entitled to with the approval of the Board of Directors of the Public Limited Company one or more Ex-officio Directors with the approval of the Board of Directors of the Public Limited Company on the Board of Directors of the Company from among the membersof the Private Company so that the total number of Directors representing the Private Company, (or who are members of the Private Company) whether they are nominated ex-officio Directors as per above, or elected in general election by the share holders of the Public Limited Company, shall not exceed in all, one third of the total number of the Directors of the Public Limited Company.

13. With the approval of the Board of Directors for the time being it shall be lawful for the said Private Company to assign this agreement and their rights hereinunder to any person, firm or company having authority by its constitution to become bound by the obligations undertaken by the said Private Company hereinunder and upon such assignment being made and notified to the Public Limited Company, the latter Company shall be bound to recognise the person or firm or company aforesaid as the Managing Agents of the Company in like manner if the name of such person,firm or company had appeared in these presents in lieu of the name of the Private Company, and the Company shall forth

-with upon demand by the said Private Company, pass a resolution appointing such person firm or company, the Managing Agents of the Company for the residue then unexpired of the said period of 20 years and with the like powers and authorities and subject to the obligations imposed upon the said Private Company by these presents.

14. In the event of the Company being wound up at any time while it is not working at a loss, continuously for three years, excluding the first three years from the date of supply, for the purpose and with the object of transferring its business toanother company, the company i.e. the Light and Power Suppliers,Limited shall make it one of the terms and stipulation in their agreement for the transfer of their property and business to such other company as aforesaid,that such other company shall appoint the said Private Company to be the Managing Agents of such Company, and with like powers and authorities to the said Private Company and on the same terms and conditions as to remunerations, emoluments and otherwise as are herein contained AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that save and except with such conditions and stipulations as one of the terms of the sale and transfer thereof, the Company, namely, The Light and Power Suppliers Limited, will not sell and transfer its business to any other company.

15. In the event of any dispute or difference at any time arising between the Company and the said Private Company in respect of the interpretation of the wording of this agreement or the several matters specified herein or with reference to anything arising out of or incidental thereto such dispute or difference

shall be submitted to, and be decided by the Arbitration of two Arbitrators, one to be named by each party and this agreement shall be deemed to be submission to the Arbitration of two arbitrators within the meaning of the Indian Arbitration Act,1899, and all the provisions of that Act (Except as hereby expressly varied) or of any act of the Legislature,passed in substitution therefore or in modification thereof and for the time being in force,shall be deemed to apply to any reference hereunder.

IN WITNESS WHEREOF THE COMMON SEAL of the said LIGHT AND POWER SUPPLIERS LIMITED has persuant to the resolution of the Directors in that behalf duly passed at the meeting of the Board held on the day of been hereto affixed in the presence of the Directors, present at such meeting two of whom namely

have in token thereof hereunto set their respective hands and seal and the common seal of the said INDUSTRIAL SERVICE LIMITED has persuant to the resolution of the Directors in that behalf duly passed at the meeting of the Board on the day of been hereto affixed in the presence of the Directors present at such meeting two of whom

have in token thereof hereunto set their respective hands and seals the day and year first hereinabove written.